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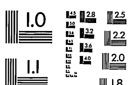

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A SELECTIVE MICROFILM EDITION

PART IV
(1899–1910)

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Rutgers, The State University Of New Jersey
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1999

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Thomas A. Edison Papers
at
Rutgers, The State University
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LEGAL SERIES

The Legal Series consists of correspondence, printed litigation records, case files, agreements, and other legal documents. The documents for the period 1899-1910 appear in the following order: (1) Harry F. Miller File; (2) Richard W. Kellow File; (3) Legal Department Records. The Miller and Kellow files consist primarily of agreements and other legal documents, such as assignments, licenses, powers of attorney, deeds, and bonds, along with a small amount of related correspondence. The Legal Department Records consist of correspondence, patent interference files, litigation case files, agreements, and other documents relating to the activities of the Legal Department, a centralized office for the consideration of legal matters involving Edison and his companies.

Harry F. Miller File. Harry F. Miller began his association with the Edison laboratory in 1888 in the office of John F. Randolph; he succeeded Randolph as Edison's private secretary in 1908. Miller also served as an official in several Edison companies, including the National Phonograph Co. and Thomas A. Edison, Inc. Although most of the documents in the Miller File date from the nineteenth century, there is also some material from the twentieth century. The documents for 1899-1910 relate primarily to phonographs, ore milling, and batteries, as well as to Edison's personal and corporate finances. Included are agreements and other items pertaining to the Edison Manufacturing Co., Edison Phonograph Works, Edison Portland Cement Co., National Phonograph Co., and other Edison companies. Also included are agreements and other documents concerning the commercial use of Edison's name by Thomas A. Edison, Jr., and others.

Richard W. Kellow File. The majority of items in the Kellow File date from the first three decades of the twentieth century. For much of this period, Kellow served as a secretary of Thomas A. Edison, Personal Interests, which became a division of Thomas A. Edison, Inc., after the organization of that company in February 1911. The documents for 1899-1910 include material pertaining to the corporate identity and the finances of the Edison Portland Cement Co. and Edison-Saunders Compressed Air Co.; items relating to real estate, insurance, and royalty agreements; and documents dealing with the sale and promotion of storage batteries and electric vehicles.

Legal Department Records. Established in 1904, the Legal Department centralized the business of Edison, his laboratory, and his companies for the consideration of legal matters. It dealt primarily with patent concerns, including applications, interferences, and infringement litigation, but it also handled a variety of other legal matters, such as real estate transactions, copyright and trademark cases, and the execution of agreements, assignments, and licenses. Edison's personal attorney, Frank L. Dyer, served as general counsel of the Legal Department. He continued to manage its affairs even after he became Edison's chief executive officer in 1908, replacing William E. Gilmore as president of the National Phonograph Co. and several other Edison companies. The records of the Legal Department consist primarily of files that Dyer, his staff, or his predecessors collected and maintained on individual subjects or cases. The documents for 1899-1910 are arranged by subject into five groups: (1) Battery; (2) Cement; (3) Motion Pictures; (4) Phonograph; and (5) Edison's Name.

The selected material in the Legal Series includes agreements and other legal instruments pertaining to the activity of Edison and his companies; patent interference files providing descriptions or exhibits of experimental work done by Edison and his associates; litigation case files that demonstrate Edison's involvement in the progress of litigation or that broadly concern his experimental work and the business and legal strategies of his companies; and related correspondence. Whenever there are multiple copies or variant versions of the same document, the signed original (if available) has been selected. If a signed original cannot be found, the copy that most closely approximates the final document, such as a copy entered into evidence during litigation, has been selected. Drafts of agreements and other legal documents have also been selected if they are in Edison's hand or if there are significant variations between a draft and the final document.

Among the items not selected are patent assignments, letters of transmittal and acknowledgment, announcements of shareholders' meetings, proxies, powers of attorney, routine memoranda between attorneys, and perfunctory communications with the courts. Also unselected are the numerous suits in which Edison or one of his companies was at least nominally involved, but for which there is no evidence of Edison's direct participation. Because of the vast quantity of material in the Legal Department records, detailed descriptions of the unselected case files and other unselected records have not

been presented. A comprehensive finding aid is available at the Edison National Historic Site

Documents of a legal or quasi-legal nature also appear in other series on the microfilm. The Document File Series includes numerous agreements between Edison and other parties, along with memoranda by Edison regarding proposed contracts; correspondence between Edison and his attorneys; and material relating to the formation and activities of the Legal Department. Corporate documentation and other material of a legal nature, including correspondence and other items pertaining to the progress of litigation, can also be found in the Company Records Series.

HARRY F. MILLER FILE

The documents in this file cover the years 1870-1929, but most of the items were generated in the nineteenth century. The material for 1899-1910 consists primarily of contracts and agreements, assignments and licenses, powers of attorney, deeds, bonds, and other legal documents. There is also a letterbook covering the years 1908-1916, along with unbound memoranda, correspondence, and financial documents such as bank notes, stock certificates, bills, and receipts. The documents relate primarily to phonographs, ore milling, and batteries, as well as to Edison's personal and corporate finances. Included are agreements and other items pertaining to the Edison Manufacturing Co., Edison Phonograph Works, Edison Portland Cement Co., National Phonograph Co., and other Edison companies. Also included are agreements and other documents concerning the commercial use of Edison's name by Thomas A. Edison, Jr., and others.

Among the documents for 1899 are an agreement with Charles E. Stevens regarding foreign phonograph sales; a contract with William L. Saunders of the Ingersoll-Sargeant Drill Co.; and financial agreements between Edison and investors in the Edison Portland Cement Co. The items for 1900 include statements of Edison's account with the Galisteo Co. for expenses involved in gold ore experiments; an agreement with the American Mutoscope & Biograph Co.; and documents pertaining to bond transactions and stock options involving the Edison Phonograph Works and Edison Portland Cement Co.

Also included are profit and loss statements for the Foreign Department of the National Phonograph Co. (1901); documents dealing with the resignation of Charles E. Stevens as Foreign Department manager (1902); statements by Cloyd M. Chapman and Robert A. Bachman regarding an accident at the briquetting oven at the West Orange laboratory (1903); an agreement between Thomas A. Edison, Jr., and his future wife, Beatrice Willard (1905); agreements pertaining to the manufacture of the patent medicine, Edison Polyform (1906-1907); a memorandum by Edison concerning the payment of a $3,000 loan from William E. Gilmore to Frank L. Dyer (1908); documents relating to the ownership and disposition of the stock of the Edison Phonograph Works and International Graphophone Co. (1909-1910); and a 16-page set of "Instructions for Keeping Various Solutions Under Control For the Production of Nickel Flake" for storage batteries (ca. 1910).

The unbound documents in the Miller File were originally filed in envelopes. These envelopes and their contents lacked consistent chronological or topical organization. The folders in the archival record group correspond to the original filing system. A detailed finding aid is available at the Edison National Historic Site. The material selected for publication has been rearranged chronologically.

Approximately 70 percent of the documents for the period 1899-1910 have been selected. The unselected material includes numerous duplicates and variant versions of other documents in the Miller File and elsewhere. Also not selected are agreements and correspondence with users of the Edison Phonoplex System of Telegraphy; routine items pertaining to stock holdings, note transfers, journal entries, and other financial matters; leases and routine property documents; receipts, correspondence, and other items relating to insurance policies; powers of attorney; letters of transmittal and acknowledgment and other non-substantive correspondence; and the envelopes and accompanying summary sheets.

HARRY F. MILLER FILE

1899

This is to certify that the business carried on by me under the name C.E. Stevens, at the Edison Building, on Broad Street, New York City, and all the assets belonging to that business are the property of William E. Gilmore, Trustee, and is carried on by me for his benefit.

Dated at New York this fifteenth day of February, eighteen hundred and ninety-nine.

Witness
Howard W. Hayes

C. E. Stevens

THOMAS A. EDISON

with

WILLIAM L. SAUNDERS and

THE INGERSOLL-SERGEANT DRILL COMPANY.

AGREEMENT.

Dated March 1899.

MEMORANDUM OF AGREEMENT made this 23rd day of March, 1899, between THOMAS A. EDISON of Orange, County of Essex, State of New Jersey, party of the first part, and WILLIAM L. SAUNDERS of North Plainfield, County of Somerset, State of New Jersey and THE INGERSOLL-SERGEANT DRILL COMPANY, a corporation organized and existing under the laws of the State of West Virginia and having its principal place of business in the City of New York, State of New York, parties of the second part;

WHEREAS, the said Edison is the inventor of a new and useful Method of and Apparatus for Re-heating Compressed Air for Industrial Purposes upon which an application for Letters Patent of the United States was filed in the United States Patent Office February 27, 1899, Serial No. 706,976, and upon which invention an application for a British patent has been prepared and is about to be filed; and

WHEREAS, the said Edison is the sole owner of all rights to the said invention and of the patents which may be granted thereon for the United States and Great Britain; and

WHEREAS, the parties of the second part obtained Letters Patent of the United States No. 486,411, granted November 15, 1892, upon the invention of the said Saunders relating to a new Method of Increasing the Efficiency of Motor Fluids, which invention is also covered by British Letters Patent No. 20,676 of the year 1892, the parties of the second part being the sole owners of said United States and British patents and of all rights thereunder; and

WHEREAS, the parties hereto are desirous of exploiting the said inventions of said Edison and said Saunders in the United States and Great Britain as a single enter-

prise,

I T I S A G R E E D as follows:

1. A corporation shall forthwith be organized under the laws of the State of New Jersey, with a capital stock of Ten thousand Dollars ($10,000), to be known as The Edison-Saunders Compressed Air Company, and which corporation shall purchase and become the owner of the said inventions of the said Edison and said Saunders for the United States and Great Britain, and of the patents already issued upon the invention of said Saunders for said countries and of the patents which may be issued upon the applications before referred to of the said Edison.

2. It is further agreed that the consideration to be paid for said inventions and patents shall be respectively Seven thousand five hundred Dollars ($7,500) to the said Edison and Two thousand five hundred Dollars ($2,500) to the parties of the second part; and the parties hereto agree to take the capital stock of said Company, at par, in payment of said amounts.

3. It is further agreed that immediately upon the organization of the said corporation the parties hereto will forthwith, and for the consideration before mentioned, assign to said corporation the entire right, title and interest in said inventions and the patents already issued and which may be issued thereon for the United States and Great Britain.

IN TESTIMONY WHEREOF, the parties have executed these presents (the said The Ingersoll-Sergeant Drill Company by its officers thereto duly authorized) the day

and year first above written.

W. O. Mallory — Thomas A. Edison

A. E. Kenney

THE INGERSOLL-SERGEANT DRILL COMPANY,

By W. L. Saunders — Vice Pres.

J. E. Quintard — William L. Saunders

In presence of:

In consideration of the premises herein stated it is understood and agreed between the parties hereto that the Ingersoll Sergeant Drill Co. is to have the exclusive right to the inventions in the United States and England covered by said patents for mines, tunnels and quarries, upon payment of a royalty the amount of which is hereafter to be agreed upon by the parties to this instrument, but such license shall not be transferable.

W. O. Mallory — Thomas A. Edison

A. E. Kenney — THE INGERSOLL-SERGEANT DRILL CO.

W. L. Saunders — Vice-Pres't.

J. E. Quintard — William L. Saunders.

Pennsylvania Railroad Company.

Northern Central Railway Co. Philada., Wilm. & Balto R.R.Co.
West Jersey and Seashore Railroad Company.

General Office,

Office of the Superintendent of Telegraph.

Philadelphia, June 17th, 1899

RECEIVED
JUN 19 1899
Ans'd 8/11/99

Mr. T. A. Edison,

Orange, N.J.

Dear Sir:-

I have not acknowledged receipt of your favor of August 15th, 1898, as I have been canvassing our line in the hope that I could introduce enough phonoplex circuits to make it worth our while to take advantage of the arrangement made some time ago between Mr. Logue and myself which was approved by your letter.

To my surprise and regret it has not seemed practicable to so materially increase the number of phonoplex circuits as to make it worth while to take advantage of this arrangement. Indeed it seems that it is to our best interest to dispense with one of the circuits in effect and I will ask you to take this as notice that we expect to discontinue the circuit that we are now working between Philadelphia and Camden on the 1st of July, 1899.

As above, I am very sorry that we cannot make the proposed arrangement as it seemed to be a equitable method of adjusting the loss which we have suffered in paying you for circuits which we have not used, but possibly you can suggest some other method by which we can be compensated for this loss.

Allow me also to express my regret that I was not able to attend the meeting of the Railway Telegraph Superintendents at Wilmington recently and therefore missed the great pleasure of meeting you personally.

I trust that it will not be long before I may have this pleasure.

Yours very truly,

[signature] Hale

Supt. Telegraph.

[BY WILLIAM E. GILMORE]

Orange, N. J., July 11, 1899.

Pennsylvania R. R. Co.,

A. Hale, Esq., Supt. Telegraph,

Philadelphia, Pa.

Dear Sir:

Mr. Edison referred to me some little time ago your communication of June 17th acknowledging the receipt of his letter of August 15th, 1898, regarding a certain understanding reached by you with our Mr. Logue (and which we assume was accepted), all of which was outlined in Mr. Edison's communication above referred to. Mr. Logue, who is thoroughly familiar with the situation, has been West, and I had hoped to have him back here before now, but certain phonoplex circuits that it was necessary for us to erect for the Western Union Telegraph Co. and other Companies in the West has necessitated his going through to the Pacific Coast, so that at present he is somewhere in the neighborhood of Los Angeles. It was our understanding that the arrangement as outlined in Mr. Edison's letter of August 15th was entirely satisfactory to you and we had hoped to work out the arrangement to the mutual satisfaction of both your Company and ourselves. However, I must apologize for not having acknowledged your communication before, but I

Penna. R. R. Co. (2) 7/11/99.

must now ask that the matter now be deferred pending Mr. Logue's return, as in view of the fact that the arrangement was made with him originally and subsequently confirmed by contract with Mr. Edison, and as I am not thoroughly familiar with all the details I would like to have a full talk with him on the subject. He is moving so rapidly around the country that I am unable to reach him except by wire, but the last correspondence from him indicated that he hoped to return within the next 30 days. I would therefore suggest that further consideration of this subject be deferred until his return East, when I will be very glad to advise you as to what, if any, other arrangement can be effected.

Yours very truly,

WEG/IWW

General Manager.

Pennsylvania Railroad Company.

Northern Central Railway Co. Philada., Wilm. & Balto. R.R. Co.
West Jersey and Seashore Railroad Company.

General Office,

Office of the Superintendent of Telegraph. *Philadelphia,* July 19th, 1899

Mr. W. E. Gilmore,

General Manager, Edison Manuf. Company,

Orange, N.J.

RECEIVED
JUL-20 1899
Ans'd

Dear Sir:-

Yours of the 11th instant has been held pending my absence from town. I shall be very glad to talk this matter over with Mr. Logue, but I have to advise you that on the basis of my letter of June 17th, we have already discontinued the phonoplex circuit between Philadelphia and Camden as of July 1st.

As explained in my letter of June 17th, to Mr. Edison it was originally my hope and expectation that the arrangement outlined in his letter of August 15th, 1898, would be satisfactory, but under present circumstances I cannot see how it can be carried out.

Yours truly,

[signature]

Supt. Telegraph.

CHAS. W. DABB, Pres't. LOUISE BURNS, Treas.

The Leland Hotel
LAKE FRONT
Michigan and Jackson Blv'ds.
GEO. A COBB, Manager.

Chicago, July 23 1899

Mr W E Gilmore Gen Mgr
Orange

RECEIVED
JUL. 25 1899
Ans'd...............

Dear Sir,

Replying to your letter in reference to Mr Hale of the Penna RR.

The arrangement made last August was entirely his own and I cannot see how he can try to change it at this late day, I will think over some scheme & talk it over with you when I return which I think will be early next week

Yours very truly
A S Logue

THIS AGREEMENT, made this Sixth day of November A.D. 1899, between THOMAS A. EDISON, of the first part, and CHESTER R. BAIRD, of the second part:

WITNESSETH that the said parties, in consideration of the sum of one dollar each unto the other in hand well and truly paid at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, do covenant and agree to and with each other as follows:

1. The said Thomas A. Edison agrees to sell and deliver to the said Chester R. Baird one hundred $1,000 First Mortgage 5% Gold Bonds of the Edison Phonograph Works, a corporation duly organized under the laws of the State of New Jersey, secured by a certain mortgage bearing date August 2nd, A.D. 1897, made by the said Edison Phonograph Works to the Fidelity Trust & Deposit Company of Newark, New Jersey, recorded in Register's Office of Essex County, New Jersey, October 25, 1897, in Book No. 83 of Chattel Mortgages, Page 487, etc., and in Book O 13 of Mortgages, page 125, etc.

2. The said Chester R. Baird agrees to buy from the said Thomas A. Edison the said bonds of the said Edison Phonograph Works, and to pay the said Thomas A. Edison therefore the sum of $100,000 in cash within thirty days after the execution of this agreement.

3. At any time within one year after the factory of The Edison Portland Cement Company, a corporation organized under the laws of the State of New Jersey, begins to manufacture cement in commercial quantities, the said Thomas A. Edison will exchange at the option of the said Chester R. Baird, any or all of the said bonds of the Edison Phonograph Works at par for stock of the said Edison Portland Cement Company at $10 per share, the par thereof being $50. per share, that is to say, for any bond of the Edison Phonograph Works of the face value of $1,000, he will give 100 shares of stock of the Edison Portland Cement Company.

4. The said Thomas A. Edison will at the time of the execution of this agreement deposit with the West End Trust & Safe deposit Company of Philadelphia Penna 10,000 shares of the Edison Portland Cement Company in his name and duly assigned in blank by him to be held by said depositary during the period of one year from the time that the said Edison Portland Cement Company begins to manufacture cement in commercial quantities as aforesaid, in trust to deliver the whole or any part thereof to the said Chester R. Baird upon receiving from him bonds of the Edison Phonograph Works, in the ratio above specified.

At the expiration of said year, so much of said stock as the said Chester R. Baird shall not have exercised his option to take shall be delivered to the said Thomas A. Edison.

It is hereby agreed that should the said Chester R. Baird desire to sell any or all of the said bonds, he shall offer them to the said Thomas A. Edison at par with accrued interest before making sale of them to any other parties.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.

SEALED AND DELIVERED in the presence of

W. Mallory as to Thos A. Edison

T. J. Crane as to Chester R. Baird

Thos A. Edison (SEAL)

Chester R. Baird (SEAL)

Cancelled

THIS AGREEMENT, made this Ninth (9) day of December, A.D. 1899, between THOMAS A. EDISON, of the first part, and CHESTER R. BAIRD, of the second part:

WITNESSETH that the said parties, in consideration of the sum of one dollar each unto the other in hand well and truly paid at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, do covenant and agree to and with each other as follows:

1. The said Thomas A. Edison agrees to sell and deliver to the said Chester R. Baird one hundred $1,000 First Mortgage 5% Gold Bonds of the Edison Phonograph Works, a corporation duly organized under the laws of the State of New Jersey, secured by a certain mortgage bearing date August 2nd, A.D. 1897, made by the said Edison Phonograph Works to the Fidelity Trust and Deposit Company of Newark, New Jersey, recorded in Register's Office of Essex County, New Jersey, October 25, 1897, in book No. 83 of Chattel Mortgages, Page 487, etc., and in book O 13 of Mortgages, page 125, etc.

2. The said Chester R. Baird agrees to buy from the said Thomas A. Edison the said bonds of the said Edison Phonograph Works, and to pay the said Thomas A. Edison therefore the sum of $50,000 in cash, the receipt of which is hereby acknowledged, and the further sum of $50,000, within thirty days from the date hereof.

3. At any time prior to one year after the factory of The Edison Portland Cement Company, a corporation organized under the laws of the State of New Jersey, begins to manufacture Cement in commercial quantities, the said Thomas A. Edison will exchange at the option of the said Chester R. Baird, any or all of the said bonds of the Edison Phonograph Works at par for stock of the said The Edison Portland Cement Company at $10 per share, the par thereof being $50. per share, that is to say, for any bond of the Edison Phonograph Works of the face value of $1,000, he will give 100 shares of the stock of the Edison Portland Cement Company.

4. The said Thomas A. Edison will at the time of the execution of this agreement deposit with the West End Trust and Safe Deposit Company of Philadelphia, Pennsylvania, 10,000 shares of the Edison Portland Cement Company in his name and duly assigned in blank by him to be held by said depositary during the period of one year from the time that the said Edison Portland Cement Company begins to manufacture cement in commercial quantities as aforesaid, in trust to deliver the whole or any part thereof to the said Chester R. Baird upon receiving from him bonds of the Edison Phonograph Works, in the ratio above specified.

At the expiration of said year, so much of said stock as the said Chester R. Baird shall not have exercised his option to take shall be delivered to the said Thomas A. Edison.

It is hereby agreed that should the said Chester R. Baird desire to sell any or all of the said bonds, he shall offer them to the said Thomas A. Edison at par with accrued interest before making sale of them to any other parties.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.

SEALED AND DELIVERED in the presence of

Thos. A. Edison (SEAL)

Chester R. Baird (SEAL)

See agreement Jany 9-1900

HARRY F. MILLER FILE

1900

THIS AGREEMENT made this ninth (9) day of January, A.D. 1900 between Thomas A. Edison of the first part and - Chester R. Baird of the second part:

WITNESSETH:---That the said parties in consideration of the sum of one dollar each unto the other in hand well and truly paid at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, do covenant and agree to and with each other as follows:--

FIRST:---That the second clause of the agreement dated the ninth (9) day of December, A. D. 1899 between the parties hereto is hereby cancelled and made void.

SECOND:---That the following is to be substituted for the second clause as aforesaid and is hereby made a part of the agreement dated the ninth (9) day of December, A. D. 1899--- "The said Chester R. Baird agrees to buy from the said Thomas A. Edison the said bonds of the said Phonograph Works, and to pay the said Thomas A. Edison--therefore the sum of fifty thousand dollars-($50,000) in cash--the receipt of which is hereby acknowledged,-- and the further sum of fifty thousand dollars--($50,000)-- to be paid in equal monthly payments of ten thousand dollars-($10,000)-- each, said payments to bear interest at the rate of six per cent (6%) per annum and to be represented by notes of the said Chester R. Baird, drawn to the order of said Thomas A. Edison, dated January ninth,(9), 1900,- and due respectively in one, two, three, four and five months. On payment of any note the said Thomas A. Edison agrees to deliver to the said Chester R. Baird bonds as aforesaid to the par value equal to the amount of the note paid."

THIRD:---There is no change in any of the other terms and conditions of the agreement dated the ninth (9) day of December A. D. 1899., except in clause two as aforesaid, and all the other terms and conditions remain in force and are binding upon the parties hereto.

IN WITNESS WHEREOF:--- The said parties have hereunto set their hands and seals

SEALED AND DELIVERED)
in presence of)

W. Mallory)

Thomas A. Edison

Chas Allen[illegible]

Law Offices
of
Dyer, Edmonds & Dyer,
Specialty: Patents & Patent Causes.
31 Nassau Street,

Richard N. Dyer.
Samuel O. Edmonds.
Frank L. Dyer.

Cable Address
"Venerve, New York."
Tel. No. 2910 Cort.

New York, January 20, 1900.

W. S. Mallory, Esq.,
C/o Edison Laboratory,
Orange, N.J.

Dear Mr. Mallory,-

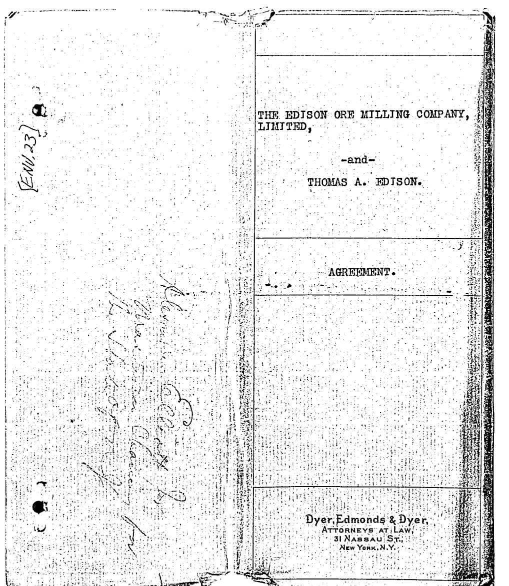
I enclose two copies of the new agreement between Mr. Edison and the Ore Milling Company, and I also return the draft agreement and the Galisteo agreement. If you have the original Galisteo agreement, you should add the signatures to Schedule A so as to make it complete. I also enclose a draft for a proxy, which you can have printed and sent out with the notices if you have not already ~~done so.~~ sent them out.

Yours very truly,

Rich N. Dyer

(R.N.D.)
(Enclosures)

[ATTACHMENT]



THE EDISON ORE MILLING COMPANY, LIMITED,

-and-

THOMAS A. EDISON.

AGREEMENT.

Dyer, Edmonds & Dyer,
Attorneys at Law,
31 Nassau St.,
New York, N.Y.

MEMORANDUM OF AGREEMENT made this day of January, 1900, between THE EDISON ORE MILLING COMPANY, LIMITED, a corporation of the State of New York, hereinafter called "the Company", party of the first part, and THOMAS A. EDISON, of Orange, New Jersey, party of the second part.

WHEREAS the parties hereto entered into certain agreements dated January 12th, 1880, and October 14th, 1887; and whereas by said agreement of October 14th, 1887, it was agreed that the said Edison should advance a sum not exceeding twenty-five thousand dollars ($25,000) for expenses incurred in the interest of the Company in devising a practical system for the extraction of the precious metals from ores, tailings, gravel and other deposits, and in procuring patents on the same; and whereas by said agreement of October 14th, 1887, it was further provided that in case the experiments of the said Edison did not result successfully, he, the said Edison, should make no claim on the Company to reimburse the amount so advanced by him, but if said experiments were successful, all moneys advanced by said Edison for said purpose should be repaid to him by the Company;

AND WHEREAS the said Edison did advance, or caused to be advanced, the said sum of twenty-five thousand dollars ($25,000) on account of said expenses without bringing said experiments to a successful termination and without succeeding in devising a practical system for the extraction of the

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precious metals from ores, tailings, gravel or other deposits; but the said Edison continued to advance, and to induce others than the Company to advance, money for carrying on said experiments and procuring said patents until large sums over and beyond said sum of twenty-five thousand dollars ($25,000) have been advanced and expended for that purpose, and the said Edison believes that he is about to attain success in said experiments in the direction of the extraction of the gold from dry placer gold bearing deposits; and whereas the interest of the Company in the successful results of the said experiments and in the patents based thereon is in doubt, and it is the desire of the parties to make that interest certain;

NOW THEREFORE, in consideration of the foregoing premises and of the sum of one dollar by each party to the other paid, it is agreed as follows:

1. The said agreements of January 12th, 1880, and October 14th, 1887, are hereby cancelled, and all rights or interests of the Company in or to the inventions and patents of the said Edison, except as hereinafter provided, hereby revert to the said Edison. The Company will execute an assignment to the said Edison of all patents and applications for patents of which the Company may now hold the legal title.

2. The parties hereto hereby mutually release each other from all obligations under said contracts, and from any and all claims for damages for any and all breaches

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thereof; and further, the said Edison hereby releases the Company from all claims or demands for any work done by him for the Company, and for moneys advanced by him to it or for it on its request.

3. It is understood and agreed that the Company does not by this agreement assign to said Edison its interest in a certain license agreement made between the Company and New Jersey and Pennsylvania Concentrating Works dated November 18th, 1889, and modified by subsequent agreements dated December 31st, 1890, and March 19th, 1894, covering the use of the inventions of said Edison for the purpose of separating iron ore in the States of New Jersey and Pennsylvania, nor its interest in a certain license agreement made between the Company and said Edison dated May 31st, 1890, covering the use of the inventions of the said Edison for the purpose of separating iron ore in the Counties of Sullivan, Orange, Rockland, Putnam, Ulster and Westchester in the State of New York; the said Edison hereby ratifies said two license agreements, and confirms the authority of the Company to make the said two agreements and no others.

The Company, however, hereby covenants and agrees that should it be requested so to do by either or both of the licensees under said license agreements, it will consent to the following modification of either or both of said license agreements, to wit: that the royalty payable by said licensees shall be ten cents per ton of 2240 pounds railroad weight on all concentrates shipped when the net selling price f.o.b. the mill from which it is shipped is six cents

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or less per unit of metallic iron; eleven cents per ton aforesaid when the net selling price aforesaid is more than six cents and not more than seven cents per unit of metallic iron; twelve cents per ton aforesaid when the net selling price aforesaid is more than seven cents and not more than eight cents per unit of metallic iron; and fifteen cents per ton aforesaid when the net selling price aforesaid is more than eight cents per unit of metallic iron; and that the royalty shall only be chargeable on concentrates actually shipped, and that said licensees shall not be obligated to guarantee or pay any definite minimum amount of royalty.

4. The said Edison having recently perfected a process and apparatus for working the dry placer gold deposit known as the Ortiz Mine Grant located in Santa Fe County, New Mexico, and having entered into a contract relating thereto with the Galisteo Company, a corporation of the State of Maine (a copy of which contract is hereto annexed, marked "Schedule A"), the said Edison covenants, for himself and legal representatives, to pay to the Company one-half of the net amounts received by him or his legal representatives (over and above all expenses) from the designing, erecting and operating of the mill or mills for working said placer deposit under said contract or under any extension, enlargement or modification thereof.

5. The said Edison further covenants, for himself and his legal representatives, to pay to the Company one-half of the net proceeds (over and above all expenses) re-

[ATTACHMENT]

ceived by him or his legal representatives during eight years from the date hereof, for the designing, erecting and operating of any other mill or mills for working any dry placer deposit in the United States or Canada which may be operated in substantially the same manner as the mill now in experimental operation on the gravel of the Ortiz Mine Grant; and if during said period of eight years any such mill or mills shall be erected by him or his legal representatives under a contract by which he or his legal representatives have an interest in the profits arising from the operation of the same, then and in that case one-half of the net amount (over and above all expenses) received from such operation by said Edison or his legal representatives after the expiration of said period of eight years shall be paid to the Company.

6. It is understood that the Company shall not be liable for any expense or losses incurred by the said Edison or his legal representatives in designing, erecting or operating the mill or mills referred to in the last two preceding sections of this agreement, except it shall bear its share of expenses and losses in the division of the amounts referred to in said two preceding sections.

It being the intention of the said Edison in the operation of the mills referred to in the two preceding sections to give a bonus or commission to secure the efficient management of said mills, it is understood that such bonus or commission may be deducted by said Edison or his legal

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representatives as an expense before dividing said net amounts with the Company hereunder, it being understood that only the net amounts actually finally received by said Edison or his legal representatives shall be divided hereunder.

IN WITNESS WHEREOF the parties hereto (THE EDISON ORE MILLING COMPANY, LIMITED by its officers thereto duly authorized) have hereunto set their hands and seals the day and year first above written.

THE EDISON ORE MILLING COMPANY, LIMITED,

By [signature]

Vice President.

Attest:

Thomas A Edison

J. F. Randolph

Secretary.

Witness to signature of Thomas A. Edison.

J. F. Randolph,

State of New Jersey,)
: ss.
County of Essex,)

BE IT REMEMBERED that on the Twenty Third day of February in the year one thousand nine hundred, before me, ALEXANDER ELLIOTT Jr., a Master in Chancery for the State of New Jersey, personally appeared JOHN F. RANDOLPH,

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to me known, who being by me duly sworn according to law on his oath doth depose and say that he is the secretary of THE EDISON ORE MILLING COMPANY, LIMITED, one of the parties to the foregoing agreement; that the seal affixed to said indenture is the corporate seal of said corporation; that it was so affixed by order of the stockholders of said corporation; that WALTER S. MALLORY is the vice-president of said corporation; that he saw the said Walter S. Mallory as such officer sign the said indenture, and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation by its order, and that this deponent signed his name thereto at the same time as a subscribing witness.

Subscribed and sworn to before me this 23rd day of February in the year one thousand nine hundred. — J. F. Randolph.

Alexander Elliott Jr.,
Master in Chancery
of New Jersey.

State of New Jersey, }
:ss.
County of Essex, }

BE IT REMEMBERED that on the Twenty third day of February in the year one thousand nine hundred, before me, ALEXANDER ELLIOTT Jr., a Master in Chancery for the State of New Jersey, personally appeared JOHN F. RANDOLPH, to me known, who, being by me duly sworn according to law,

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on his oath doth depose and say that he saw THOMAS A. EDISON, one of the parties to the foregoing agreement, sign, seal and deliver the foregoing indenture as his voluntary act and deed, and that he, the said John F. Randolph, subscribed his name to the same at the same time as an attesting witness.

Subscribed and sworn to before me this 23rd day of February in the year one thousand nine hundred.

J. F. Randolph

Alexander Elliott Jr.
Master in Chancery
of New Jersey.

C. R. Baird & Company,
Pig Iron, Steel and Iron,
Bullitt Building,
LONG DISTANCE TELEPHONE 4415.

C.R.B. M. Philadelphia Jan. 23rd 1900.

Thomas A. Edison Esq.

Orange, N. J.

Dear Sir:-

I understand that in the contract between us dated December 9th 1899 the terms of payment as mentioned in clause #2 have been changed so that the agreement is now as follows:-

"The said Chester R. Baird agrees to buy from the said Thomas A. Edison the said bonds of the said Edison Phonograph Works, and to pay the said Thomas A. Edison therefor the sum of $50,000 in cash, the receipt of which is hereby acknowledged, and the further sum of $50,000 to be paid in equal monthly payments of $10,000 each. Said payments to bear interest at the rate of 6 % per annum and to be represented by notes of said Chester R. Baird, drawn to the order of the said Thomas A. Edison dated January 9th 1900, and due respectively in one, two, three, four and five months. On payment of any note the said Thomas A. Edison agrees to deliver to the said Chester R. Baird bonds to the par value equal to the amount of the note paid."

I understand that there is no change in any of the other terms and conditions of the agreement between us except in the clause above mentioned, and that with the above modification the agreement remains in force and binding to both parties. Kindly advise whether this is your understanding and oblige,

Yours truly,

Chester R. Baird

C. R. Baird & Company,

Pig Iron, Steel and Iron,

Bullitt Building,

LONG DISTANCE TELEPHONE 4415.

C.R.B. M. Philadelphia Jan. 23rd 1900.

Thomas A. Edison Esq.

Orange, N. J.

Dear Sir:-

Referring to agreement between us dated December 9th and supplementary letter regarding same of this date, I herewith beg to hand you five notes dated January 9th 1900 for $10,000 each, due respectively in one, two, three, four and five months inaccordance with the terms specified in the letter mentioned. Kindly acknowledge receipt of same and oblige,

Yours truly,

Chester R. Baird

ORANGE, N. J., January 26, 1900

Galisteo Company,

31 Nassau Street, New York

TO THOMAS A. EDISON, DR.

		Sundries in connection with Gold Ore Experiment during December 1899			
Dec.	2	1/4 lb. Cyanide Potash		07	
"	9	3/4 " 7/16 x 3/4 Brass Rod		14	
		1/4 " Strip Solder		04	
"	11	1 Gross 3/4" #4 F.H. Iron Wood Screws		10	
		1/2 lb. 3/16" Vulcanized Fibre		23	
"	12	1 Qt. Absolute Wood Alcohol		27	
"	14	1/2 Doz 3/4" #12 F.H. Brass Wood Screws		01	
		4-3/4" #10 " " " "		02	
"	15	36-1 1/2" #12 " " " "		31	
		2 lbs. 1/8" Sheet Brass		29	
		4-3/8" # 14/20 Fil. Hd. Iron Mach. "		01	
		6-1" # 14/20 " " " " "		02	
"	16	2-5/8" x 5" Mach. Bolts		08	
		2-5/8" x 7" " "		10	
"	16	36-1" #12 F.H. Brass Wood Screws		23	
"	19	1 Gross 7/8" #7 F.H. Iron " "		14	
		1 Doz. #4 Wing Nuts		48	
"	21	1 Gross 1 1/2" #10 F.H. Iron " "		25	
"	27	1/2 Doz. 7/16" x 1 1/4" Set Screws		12	
"	28	6-1/4" x 6" Mach. Bolts		07	
"	29	2-1/4" Brass Tees		12	
		2-3/8" " "		15	
		12-1/4" x 6" Mach. Bolts		13	
		1 Gross 1 1/2" #12 F.H. Iron Wood Screws		30	
		1 Piece Glass 10" x 10"		06	
		1 Gross 1 1/2" #12 F.H. Iron " "		30	
		1 1/4 lbs. Tool Steel		20	
"	30	1 " 1/4" Sheet Lead		08	
			4	32	
		Credits			
"	27	1 7/8 lbs. 3 1/2/1000 Sheet Brass $.27			
"	28	48 ft. Shelving 1.68			
		3 1/8 3/1000 Sheet Brass .44			
"	30	96-1 1/4" #8 F.H. Iron Wood Screws .12	2	51	1.81
		Carried Forward			1.81

Month	Day	Item	Amount		Total	
		Brot Forward			1	81
Dec.	2	413 ft. 1¼" Maple	16	52		
		Planing	2	07		
"	11	142 ft. 1¼" Maple	5	68		
		Planing		71		
"	21	83 " 1¼" Maple	3	32		
		73 " 5/8" Mahogany	13	14		
		18 " 1¼" "	3	60		
		Planing		78	45	82
"	19	1 Shaft 15' x 15/16"	3	30		
		Boxing		75		
"	22	1 " 16' x 15/16	3	52		
		Boxing		75	8	32
"	15	Expressage on Pipe		75		
"	15	" from New York		25		
"	21	" 2 Bars from Jas. A. Coe &Co.		40		
"	22	" 2 Bdls. " New York		40		
"	23	" 2 " " " "		40		
"	27	" 3 " " Roe and Conover		60		
		" on Pulleys from Brown Co.	3	00		
"	28	" Castings from Newark		40		
		" Pipe etc.		20		
"	30	" from Newark		40		
		" " "		40		
		" 28 Pulleys from New York	3	00		
		" on Bdl. Pipe	2	50	12	70
"	19	18-7 x 3/8 Carriage Bolts		45		
"	21	151 lbs. 1 3/16 Rd. C.R. Steel	6	64	7	09
"	14	Labor dipping 1000 pieces	1	97		
"	18	58½ lbs. 6 x 120 Cold Welded Steel	2	93		
		1 " 3/4 x 062 " " "		05		
"	23	12 3/4 " 1" C.R. Steel		50		
		12½ " 1¼" " " "		49	5	94
"	22	2 Stools			1	64
"	23	56 lbs. 2000 Copper Rivets 1¼ x ¼ # 5			16	46
		Carried Forward			99	78

Month	Day	Item					
		Brot Forward				99	78
Dec.	4	6 Dixons E.			60		
"	8	6 only A.W.F. Gib Lead Pencils			60		
		2 Celluloid Lined. T. Squares	6.00				
		1 " Triangle	1.00				
			7.00				
		20%	1.40	5	60		
"	11	1 Roll Imp. Tracing Cloth	8.40				
		2 Rolls 10 Yds. Columbia Blue Print Paper	2.30				
		1 Celluloid Curve 1863/55	96				
		1 " " 1863/60	96	12	62		
		1 Ea. " " 1860/20 1860/27	1.50				
		4 Doz. Stamped Tacks	.32				
			1.82				
		20%	.36	1	46		
"	13	1/2 Doz. Fabers Lead Pencils 6 pt.			50		
"	22	1 Set Celluloid Lettering Triangles		1	20		
"	27	1 Felt Cushion 38 x 48		3	25		
		1 Roll 50 Yds. Columbia Blue Print Paper	6.25				
		20%	1.25	5	00		
"	29	1 Roll 50 Yds. " " " Paper	6.25				
		20%	1.25	5	00	35	83
"	8	4 Br. face Br. Wheel Axel Pullies		1	40		
"	13	Brass Chest Lock 2 Keys			45	1	85
"	18	35 lbs. Gr. Iron Castings		1	93		
"	28	57 " " " "		3	14	5	07
"	20	91 Ft. 7/8" Pine		5	46		
"	23	200 " 7/8" " flg.		5	80		
"	27	357 " " Shelving		10	71		
"	30	150 " 7/8" "		4	50	26	47
Nov. "	1	Car Fare to Foundry			10		
Nov. "	3	3 Yds. Congress .21	.63				
		3 " " .33	.99				
		3 " " .12	.36				
		1 1/2 " Bolting Cloth 1.75	2.63				
		1 1/2 " " " 1.10	1.65				
			6.26				
		20%	.13	6	13		
		Above C.O.D. Express Charges			50		
		Carried Forward		6	73	169	00

Month	Day	Description		$		$	
		Brot Forward		$6	73	$169	00
Dec.	Nov. 3	Expenses J. V. Miller					
		20' 1/4" Half Rd. Brass	.92				
		Expenses to New York	.40	1	32		
"	Nov. 6	Expenses C. M. Chapman } 6 Piece Screen Cloth }		4	07		
"	Nov. 14	" to New York buying Apparatus			70	12	82
"	7	100-2¢ Postage Stamps Mr. Chapman		2	00		
"	12	Car Fare to Foundry			10		
"	14	" " " Newark			10		
"	15	" " " Foundry			10		
"	15	" " " & in Newark			15		
"	18	" " " Foundry			10		
"	19	Express Charges on 2 Pulleys			90		
"	19	Car Fare to Foundries in Newark			15		
"	21	1 Set of #24 5a Font Types a		2	50		
		1 Black Pad #2 a			35		
"	21	Expenses J. V. Miller					
		Draughtsman Supplies	1.15				
		3 Index Books	1.10				
		R.R. Fares	.40	2	65		
"	23	Expenses to New York			60		
"	23	Sundry Expenses Mr. Chapman and another in Newark & New York, Car Fares etc		4	45		
"	23	Expressage on goods from Newark			35		
"	27	Expenses Mr. Chapman in Newark & New York		1	45		
"	28	Car Fare to Foundry			15		
"	29	Advertisement for man in paper			10	16	20
		Pay Roll for December 1899					
		C. M. Chapman		60	00		
		J. V. Miller		60	00		
		B. O'Connor			45		
		R. Alford		28	00		
		R. Mowbray		14	25		
		R. Smith		32	75		
		Ad. J. Larson		12	00		
		Carried Forward		207	45	198	02

(5)

			$		$	
		Brot Forward	207	45	198	02
		F. H. Combs	65	18		
		C. Freid	7	70		
		C. E. Wolff	26	75		
		M. McKinnon	2	50		
		H. Fox	1	25		
		A. S. Barnes		41		
		O. A. Rogers	15	49		
		H. Tancke	59	10		
		T. Davis	8	10		
		R. Barr	12	15		
		E. H. Albertson	13	95		
		E. Johnson	28	13		
		J. W. Andes	44	25		
		E. Parrington	7	65		
		J. McCormick	9	37		
		A. W. Kearney	3	57		
		M. E. Gunnison	5	06		
		J. McGuirk	15	19		
		A. Amirault	7	12	540	37
Dec.	4	11 1/8 lbs. 1 1/2 x 1/8 Sawed Brass Cut to Size			3	11
"	5	4 #8 Axle Pulleys		10		
		Car Fare		05		
"	12	1-10" Galv. Smoke Pipe to Sketch	5	00		
"	15	3 Pieces 6" Pipe 11 ft. 3/4" 21.57				
		50% 10.78	10	79		
		Cutting above		84		
"	15	1 Piece 8" Pipe 16 1/4"	1	98		
		Cutting Threads		42		
"	22	1 Piece 6" Pipe 3 ft. 8 1/4" Long	3	59		
		Cutting .80 Car Fare .05		85		
"	28	1-6" Taper Joint				
		12 ft. 6" Black Stove Pipe				
		1-6" " " Elbow	3	28		
		6 Ft. Galv. Smoke Pipe				
		1-6" " " " Elbow				
		Carried Forward	26	90	741	50

		Bro't Forward		26	90	741	50
Dec.	30	4 1/2 lbs. 1/2" Bolt Ends	.63				
		94 " 3/4" " "	9.40				
		93 " 7' " "	9.30				
		63 " 1 " "	6.30				
			25.63				
		45%		14	10	41	00
"	19	1 Newark City Letter File			25		
"	26	1 " " " "			25		
		2 Boxes Niagra Clips			30		
		1 Box Dennison R.H. Paper Fasteners			20	1	00
"	9	Expressage from New York Square etc.			25		
"	11	" " " " Tracing Paper etc.			25		
"	12	" " " " Paper			25		
"	14	" " " " Pencils			25		
"	30	" " " " Felt Cushion Blue Process Paper			40		
"	30	" " " " " " "			25	1	65
"	14	Telegram to New York					25
"	7	Expressage on Wire Gauge			55		
"	7	" " Book from New York			25		
"	14	" " Chemicals			25		
"	28	" from N. M. McMoore N.Y.			60		
"	30	" on Sponges			25	1	90
"	7	1 Copy Slidders Manual				3	31
						$790.	61

Duplicate

ORANGE, N. J., Feby 15-1900

Galisteo Company,

31 Nassau Street, New York

TO THOMAS A. EDISON, DR.

912

		Sundries in connection with Gold Ore Experiment during January 1901		
Jan.	2	1 Sheet 14" x 20" #1xxx xxx Tin		10
"	3	1 gross 3/4" #10 F.H. Iron Wood Screws		30
"	4	2 oz. #35 Stub Steel Rod		07
"	5	1-6 oz. Roll Paragon Insulation Tape		04
"	8	1/4 lb. #120 Emery		03
		4 lb. 6 D. Wire Nails		16
"	9	3 Doz. 1" #7 Flt. Hd. Iron Wood Screws		04
		1 gross 2" #10 Flt. " " "		33
		1 3/4 lb. Babbitt Metal		70
"	10	1 Doz. 1" #14-20 Fillister Hd. Iron Mach. Screws		03
		17 1/2 lb. 1/2" Sq. Wrought Iron		53
"	11	3 1/4 lbs. 1/8" x 1 3/4" Sheet Brass		47
		3-1/4" x 1 1/4" Set Screws		03
		1/2 Doz. 1" #12-24 Fillister Hd. Iron Mach. Screws		02
		1 Gross 1 1/2" #12 F.H. Steel Wood Screws		30
		2 Doz. 5/8" #8 F.H. Iron Wood "		02
		2-7/8" #10 R.H. Brass " "		01
		2 Doz. 7/8" #9 F.H. Iron " "		03
		1/2 " 1/2" #3 " " " "		01
		1 Light 14x16" Window Glass		10
		1-2" #501 Cast Brass Flt. Strip Bolts		12
"	12	1 lb. 3/8" Escutcheon Pins		08
		1/2 Doz. 2" #16 R.H. Blued Wood Screws		03
		1/2 " 1 1/2" #16 " " " "		02
		2-3/8" x 2" Lag Screws		02
		2 1/4 lb. #23 B.&S. D.C.C. Copper Wire		80
"	16	12 1/2'-1 1/2" Leather Belt (Single Ply)	1	00
		2 lb. Cast Brass		50
		1/2 Doz. 1" #14-20 F.H. Iron Mach. Screws		02
		1/2 Doz. 2" #14 R.H. Blued Wood Screws		02
		1/2 " 1 1/4" #8 " " " "		01
		4-1 3/4" #12 " " " "		01
		1/2 lb. 1 1/4" White Tape		21
		Carried Forward	6	16

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		Bro't Forward	6	16		
Jan.	17	8-1" #12 F.H. Iron Wood Screws		02		
		2-7/16 x 1 1/2" Set Screws		03		
		3 Doz. 1/4" x 3/4" Set Screws		22		
		3-1/4" x 1 1/4" Set Screws		03		
		2-7/16" x 1 1/4" " "		02		
		2 Doz. 1" #14-20 Fillister Hd. Iron Mach. Screws		08		
		3/4 lb. 1/2" Rd. C.R. Steel		04		
"	18	1 lb. 1 1/4" #15 Steel Wire Brads		04		
		24 lb. Lead	1	92		
		1-1/4" x 1 1/4" Set Screw		01		
		1 Doz. 1" #12-24 Fillister Hd. Iron Mach. Screws		03		
		1 Gross 1 3/4" #8 F.H. Iron Wood Screws		25		
		4-3/8 x 5" Mach. Bolts Nuts		10		
		1/2 Doz. 3/8" #12-24 Fillister Hd. Iron Mach. Screws		02		
"	19	1 Doz. #4604 Manila Blank Books Cloth Back	1	44		
		4-3/8" x 3 1/2" R.H. Stove Bolts		07		
		1/4 lb. 7/16" Wrought Iron Washers		02		
"	22	1 1/2 lb. 1/4" Sheet Lead		12		
"	23	2 1/2 " 6 d. Wire Nails		15	10	77
"	8	209 lb. Gr. Iron Castgs.	11	50		
"	15	57 " " " "	3	13	14	63
"	17	6 Rigid Pillow Blocks 15/16	12	00		
		6 Collars "	3	60		
			15	60		
		45%	7	02	8	58
"	Nov. 24	Sawed Brass				
		2 Strips 1 1/2 x 41 x 1/8 in.				
		2 " 1 1/2 x 51 x 1/8 in 11 lb.	3	41		
		15%		51	2	90
"	3	133 ft. 1 1/4" Ch. Pine	9	98		
		17 " 1 1/2" Ash	1	02		
		113 " 4" W. Wood	6	22		
		14 " 1" " "		63		
		Sawing & Planing	1	55	19	40
		Carried Forward			56	28

		Brot Forward			56	28
Jan.	2	Expressage on 1 Bdle. from New York		20		
"	3	" " 1 Bbl. 1 Case & 1 Bdle. from N.Y.		90		
"	4	" " 14 Hangers etc from Brown	2	00		
		" " 2 Bdles. from Newark		40		
"	6	" " 1 Bdle. " New York		20		
"	8	" " Castings " Newark		35		
"	10	" " 6 Cases " New York	1	50		
		" " 1 Case " " "		25		
"	11	" " 6 Pulleys " " "	1	00		
		" " 1 Bdle " " "		20		
		" " 1 Case " Lyons		50		
"	19	" " 1 Bdle. " New York		20		
"	20	" " 1 Barrel " " "	1	00	8	70
"	12	16 lbs. 1/2 Rd. Refined Iron		48		
"	15	39 " 15/16 " C.R. Steel 16'	1	72	2	20
"	Dec. 29	1/2 Box #1 Plate (Sponge)			3	75
"	2	29 1/2 lbs. C.R. Steel 120/1000 thick	1	48		
		2 1/2 " Rd. C.R. Steel 5/16 "		11		
"	11	Dipping 400 pieces	1	06	2	65
"	17	8-#0 Gem Grease Cups 7.20				
		60% 4.32	2	88		
"	19	4-#0 " " " 3.60				
		60% 2.16	1	44	4	32
"	16	Forging 36 Bolts & Welding Bolt ends for same 13 hours	9	75		
		Welding 128 Bolt ends on Tie Rods 22 hours	16	50	26	25
"	10	4 1/2 lb. Tard Marline		85		
"	18	3 Gal. Boiled Oil	1	95		
		1-5 Gal. Can		50		
		1 Oval Paint Brush		80		
"	25	2 Padlocks		70	4	80
"	Dec. 6	4 1/2 pr. Br. Back Flaps				68
"	5	3 pieces Rawhide 21 1/2, 20 1/4, 20 3/4 sq. ft. - 62 1/2 sq. ft.	12	50		
"	23	6-3/8 to 1/8 Pipe Bushings				
		12-1 " 1/2 " "		85	13	35
		12-3/8 " 1/4 " "				
		Carried Forward			122	98

		Bro't Forward			122	98
Jan.	2	Car Fare to Foundry		15		
"	5	Expenses to New York		50		
"	9	Car Fare to Foundry		10		
"	10	" " " Orange		10		
"	15	" " " Newark		15		
"	17	Expenses " New York		65		
"	22	Sundry Expenses of C.M. Chapman to New York } Car Fare, telephone etc }	2	25		
"	22	Sundries Paid by J.V. Miller				
		4 1/2 lbs. #24 D.S. Magnet Wire	5	76		
		75 ft. Window Cord		45	10	11
"	2	2-7/8 Bolt Ends 14 1/2 lbs.		87		
"	3	16-3/4 x 4 Machy. Bolts 1.55				
		45% .70		85		
"	6	1-1/4 Pipe Cap		38		
		1 lb. 1/4 x 10 Copper Rivets		40		
		1 " 7/8 x 8 " "		40		
		1/4 " #8 " Burrs		10		
		1/4 " #10 " "		10		
"	12	12-1/2 Unions	1	19	4	29
"	Nov. 17	20 lbs. Glue	3	80		
		Car Fare		10	3	90
"	17	127 ft. 1 1/4" C. Pine			8	89
"	11	Expressage on 1 Box from New York		25		
"	13	" " 1 Package " " "		25		
"	22	" " 1 Box to " "		30		
"	22	" " 1 " " " "	1	40		
"	12	" " 1 Package from "		25	2	45
		Pay Roll for January 1900				
		C. Freid	24	43		
		C.M. Chapman	60	00		
		J.V. Miller	60	00		
		R. Alford	29	52		
		S.M. Savey	16	80		
		C.E. Wolff	53	25		
		Carried Forward	244	00	152	62

Name				
Bro't Forward	244	00	152	62
R. Mowbry	41	50		
G. Doyle	5	85		
E. Johnson	10	35		
T.H. Coombs	28	15		
H. Fox	1	25		
C.H. Farrand	7	25		
O. Norman	1	35		
E. Ackerman	5	10		
F. Ott Jr.		96		
Geo. Fayers	8	00		
J. Keninger	6	00		
P. Travers	1	50		
M. Dillon	1	50		
P. Brennan	1	50		
W. Silver		75		
H. Gilkin	1	50		
M. McKinnon	6	25		
E.H. Albertson	75	60		
H. Fancher	47	85		
M. Grimeson	43	50		
J.N. Hunder	62	62		
J. McGuirk	46	13		
A. Ammanter	21	75		
O.A. Rogers	18	90		
J. Keough	3	75		
J. Witemeyer	43	88		
F. Frey	16	87		
F.P. Ott	8	76		
A.S. Barnes		82		
A. W. Kearney	2	25		
E.P. Dolloff		83		
G.A. Horne	3	75		
L.C. Bonnell	1	80	771	82
Carried Forward			924	44

		Bro't Forward			924	44
Jan.	9	Box of Tin returned				
		1 Box #38 14 x 20 Taggers Tin	9	25		
		45 Sheets #38 " " "	2	63		
		4 Box 1 C. " P.O.P. "	25	00	36	88
					$ 887.	56

Duplicate

ORANGE, N. J., April 4- 1900

Galisteo Company

31 Nassau Street New York

TO THOMAS A. EDISON, DR.

Sundries in connection with Gold Ore Experiment during Feby 1900

Feb	1899 Dec 22	Freight on 2 Bbls Castings	34	
"	Dec 23	Cartage on same	25	
"	Jan 2	Freight on Iron Castings	99	
"	Jan 3	Cartage on 8 Rolls Belting	55	
"	Jan 3	" " 1 Gate Castings	25	
"	Jan 16	Freight on 2 Bbls "	64	
"	Jan 17	Cartage on Same	30	
"	Jan 24	" " Car Load Machinery	4 00	$ 7.32
"	Jan 31	Labor dipping Pieces by Edison Phono Works		16
"	Jan 3	952 Ft 1/8" Shelving		28 56
		Pay Roll during February		
		J. W. Miller	2 50	
		A. Mowbry	3 75	
		M McKinnon	2 50	
		H. Tancke	45 60	
		O.A. Rogers	11 02	65 37
				101 41
		Credit Goods returned		
Feb	14	30 lbs Copper Belt Rivets 1 1/4 x 1/4 .49	14 70	
		40%	5 88	8.82
				$ 92.59

Duplicate

ORANGE, N. J. April 28th 1900

Galisteo Company
31 Nassau Street New York

TO THOMAS A. EDISON, DR.

Date		Description	Rate	Amount		Total	
		Sundries in connection with Gold Ore Experiment during March 1900				$	
Dec 1899	27	1 Ream Paper				2	00
		Pay Roll for the Month of March 1900					
		Malcolm McKinnin			38		
		Edw Parrington		7	30	7	68
Dec 1899	27	1 Piece 6" Old Rubber Belting 4 Ply 8 feet	.62	4	96		
		1 " 7" " " " 4 " 5 "	.73	3	65		
		5 " 7" " " " 6 " 10' = 50 "	1.00	50	00		
		2 " 7" " " " 6 " 7' = 14 "	1.00	14	00		
		32 " 7" " " " 4 " 4' = 128 "	.73	93	44		
		4 " 6" " " " 6 " 7' = 28 "	.90	25	20		
		1 " 5" " " " 4 " 10' = 10 "	.52	5	20		
		8 " 12" " " " 6 " 5' = 40 "	1.95	78	00		
		1 " 5" " " " 6 " 4' = 4 "	78	3	12		
		1 " 11" " " " 6 " 10'	1.77	17	70		
		8 " 6" " " " 6 " 5' = 40 "	90	36	00		
				331	27		
		Less 75%		248	45		
				82	82		
		Labor cutting Belting		3	99	86	81
						$ 96	49

Duplicate

AGREEMENT made this eleventh day of April, Nineteen Hundred, between :

THOMAS A. EDISON, trading under the firm name and style of the EDISON MANUFACTURING COMPANY, of Orange, New Jersey, hereinafter called "The Vendor", first party and

THE AMERICAN MUTOSCOPE AND BIOGRAPH COMPANY, hereinafter called "The Purchaser" second party :

WITNESSETH :

In consideration of the payment by the purchaser to the vendor of the sum of Twenty Five Hundred Dollars ($2500) at and upon the execution and delivery of this contract, it is hereby mutually covenanted as follows :

FIRST : The vendor hereby agrees to sell, assign and set over to the purchaser at any time upon written demand, within ninety days from the date hereof, as a going

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concern, the business for the United States and Canada carried on by the vendor known as his kinetoscope and moving picture business, together with the business of manufacturing, developing, printing and selling films, as the same is and has been conducted by him, together with all patents for the United States and Canada on kinetoscopes and kinetographs, together with all patents for the United States and Canada for the manufacturing, developing and printing of films and all applications for such patents upon kinetoscopes, kinetographs and projecting apparatus suitable for use in the moving picture business which the same vendor may personally have now pending in the Patent Office at Washington and Ottawa, together with an assignment of any and all of said patents or applications therefor, which may be held in trust for him, or to which he may be equitably entitled, together with all copyrights of the United States and Canada on films and also the trade names, Edison Kinetoscope and Edison Kinetograph, and the good will of the said business ;

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together with the stock on hand of the vendor, consisting of kinetoscopes and kinetographs, printing machinery, finished and in process of manufacture, also films, film stock and negatives.

All of said property the vendor hereby covenants shall be free and clear of all liens, charges and encumbrances whatsoever, save a certain contract with the Klondike Exposition Co., by Thomas Crahan, Manager, dated January 16th, 1900, ~~which said contract shall be assumed by the purchaser,~~ a copy of which is hereto annexed, and a contract made with the American Parlor Kinetoscope Co., of Washington, D. C., a copy of which is also hereto annexed. The obligations of these Contracts shall be assumed by the purchaser, and the Vendor saved harmless from any future liability thereunder.

The consideration for said sale shall be the sum of Three Hundred Thousand Dollars ($300,000) in cash, the Twenty-five hundred dollars ($2,500) paid hereon being credited upon the ~~same~~ said amount, and also a sum not to exceed

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the sum of Thirty Thousand Dollars ($30,000) in cash, the same to be computed from the book cost to vendor of the stock and property, other than patents, applications and copyrights herein referred to, except that in computing the said sum the negatives shall be taken at the price of Twenty-five Dollars ($25) for each negative. Should the total of said book valuations and the negatives at said price, be less than the sum of Thirty Thousand Dollars ($30,000) in cash, then such less sum shall be paid to the vendor by the purchaser, within ninety days from the exercise of this option.

In addition thereto, the purchaser shall pay the sum of Five Thousand dollars ($5,000) per annum for the term of twelve years from the date of the said sale, and the purchaser shall covenant with the vendor that no dividend of any kind shall be paid upon the capital stock of the purchaser or assignee before the prior payment of the said yearly payment

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of Five Thousand Dollars ($5,000), shall have been made to the vendor during any year of said term.

The purchaser shall execute to the vendor a proper instrument pledging all patents and patent rights for the United States and Canada ~~belonging to it relating to the moving picture business and also the patents and patent rights~~ to be assigned to it by the vendor under this contract as security for the payment provided for in this clause.

If the ~~said~~ patent~~s~~ ~~being~~ number~~s~~ed 589,168 and now in litigation ~~and applications numbers~~ shall be sustained by the Courts of the United States by a final decree after a trial upon the merits thereof, then, and in that event, or if in three yearsfrom the date hereof no decision shall be rendered in a suit in said Courts involving the validity of said patent~~s~~, the purchaser shall pay to the vendor an additional sum of Twenty thousand dollars ($20,000) in cash ; and if,

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at the expiration of five years from the date of this contract the said patent shall not have been successfully attacked and a judgment or decree rendered by a United States Court against the said patent, then and in that event, at the expiration of said five (5) years, the purchaser shall pay to the vendor an additional sum of Twenty thousand Dollars ($20,000) in cash.

In case of the purchase of the property covered by this contract, then contemporaneously therewith, the vendor shall execute a contract with the purchaser by which the vendor shall obligate himself during a term of ~~sixteen~~ fifteen years from the date hereof, not to engage or be or become interested directly or indirectly, individually, as partner, stockholder, director,, officer, agent, employee, or otherwise, in the business (other than that of the purchaser or the assignee of the purchaser hereunder), of buying, manufacturing or selling

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kinetoscopes, kinetographs, films, or projecting machinery, used or capable of being used in the moving picture business, or in the business of kinetoscopy, except in the State of Nevada and Wyoming. This covenant shall, however, terminate and be severally and separately void upon the failure of the purchaser for sixty days after the same shall become due to pay the Five Thousand Dollars ($5,000) hereinabove provided for, at the expiration of any year for twelve years as hereinbefore provided.

The vendor will if duly elected by the stockholders act as a director of the purchaser, or any corporation of good business standing which may take hold over the property herein contracted for, and especially covenants to give his testimony in sustaining the patents herein agreed to be assigned and to assist as far as possible in obtaining the testimony of his employees to that end, and to exercise all due and reasonable diligence to cooperate

with the purchaser to sustain the said patents ; and that he will do nothing to prevent the same from being sustained, or act in any way hostile to the said patents. And that the vendor will not directly or indirectly, attack or assist in the attack of and upon any patents, which the purchaser now owns or controls, or which may be hereafter owned and controlled by them relating to the art of moving pictures.

The vendor will also turn over all papers relating to the said business and the said suit upon the said patents now in litigation, and will permit his attorney Mr. Richard N. Dyer, to aid in sustaining the said patents.

The vendor further covenants that he will forthwith instruct his attorney to enter an order adjourning the litigation now pending between the vendor and the purchaser affecting said patents hereinabove referred to and until the Fall Term of the United States Circuit Court, and that the said adjournment shall be made.

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The vendor hereby covenants that, except as herein set forth, he has not sold, licensed, leased or parted with, any kinetographic camera, or any right of, in and to the patents herein contracted to be assigned, which would deprive the purchaser of the exclusive right to manufacture, use or sell kinetographic cameras, or the picture bearing strips produced therewith, and that he has a full right to assign and convey the rights herein purported to be assigned and conveyed.

This contract shall be and be considered to be an option to purchase.

If this, option is not exercised within the ninety days aforesaid, the said Twenty-five hundred dollars ($2500) shall be forfeited to the vendor.

This contract shall bind the parties hereto, their nominees, personal representatives, successors and assigns

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respectively, as fully as though they had executed these presents.

IN WITNESS WHEREOF the vendor has hereunto set his hand and seal, and the second party has caused these presents to be sealed and executed by its officer thereunto duly authorized, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF :

AS TO :

AS TO :

AGREEMENT made this twelfth day of April, Nineteen Hundred, between:

THOMAS A. EDISON, trading under the firm name and style of the Edison Manufacturing Company, of Orange, New Jersey, hereinafter called the "Vendor", first party and

THE AMERICAN MUTOSCOPE AND BIOGRAPH COMPANY, hereinafter called the "Purchaser", second party:

WITNESSETH:

IN CONSIDERATION of the payment by the purchaser to the vendor of the sum of Twenty-five Hundred ($2500.) dollars at and upon the execution and delivery of this contract, it is hereby mutually covenanted as follows:

FIRST: The vendor hereby agrees to sell, assign and set over to the purchaser at any time upon written demand, within ninety days from the date hereof as a going concern, the business for the United States and Canada carried on by the vendor known as his kinetoscope and moving picture business, together with the business of manufacturing, developing, printing and selling films, as the same is and has been conducted by him, together with all patents for the United State and Canada on Kinetoscopes and Kinetographs, together with all the patents for the United States and Canada for the manufacturing, developing and printing of films, and all applications for such patents upon Kinetoscopes, Kinetographs, and projecting apparatus, suitable for use in the moving picture business which the same vendor may personally have now pending in the Patent Office at Washington and Ottawa, together with an assignment of any and all said patents or applications therefor, which may be held in trust for him, or to which he may be equitably entitled, together with all the copyrights of the United States and Canada on films and also the trade names

Edison Kinetoscopes and Edison Kinetograph, and the good will of the said business, together with the stock on hand of the vendor, consisting of Kinetoscopes and Kinetographs, printing machinery, finished and in process of manufacture, also films, film stock, and negatives.

All of said property the vendor hereby covenants shall be free and clear of all liens, charges and encumbrances whatsoever, save a certain contract with the Klondike Exposition Company, by Thomas Crahan, Manager, dated January 16th, 1900, a copy of which is hereto annexed, and a contract made with the American Parlor Kinetoscope Co., of Washington, D. C., a copy of which is hereto annexed. The obligations of these contracts shall be assumed by the purchaser and the vendor saved harmless from any future liability thereunder.

The consideration for said sale shall be the sum of Three Hundred thousand ($300,000.00) Dollars in cash, the Twenty-five Hundred ($2500) dollars being credited upon the said amount, and also a sum not to exceed the sum of Thirty Thousand ($30,000.00) dollars in cash, the same to be computed from the book cost to the vendor of the stock and property, other than patents, applications and copyrights herein referred to, except that in computing the said sum, the negative shall be taken at the price of Twenty-five ($25.) dollars for each negative. Should the total of said book valuation and the negatives at said price, be less than the sum of Thirty Thousand ($30,000.00) dollars in cash, then such less sum shall be paid to the vendor by the purchaser, within ninety days from the exercise of this option.

In addition thereto, the purchaser shall pay the sum of Five Thousand ($5,000.00) dollars per annum for the term of twelve years from the date of said sale, and the purchaser shall covenant with the vendor that no dividend of any kind shall be paid upon the capital stock of the purchaser

or its assignee before the prior payment of the said yearly payment of Five Thousand ($5,000.00) dollars, shall have been made to the vendor during any year of said term.

The purchaser shall execute to the vendor a proper instrument pledging all patents and patent rights for the United States and Canada to be assigned to it by the vendor under this contract as security for the payment provided for in this clause.

If the patent number 589,168 and now in litigation, shall be sustained by the Courts of the United States by a final decree after a trial upon the merits thereof, then, and in that event, or if in three years from the date hereof no decision shall be rendered in a suit in said courts involving the validity of said patent, the purchaser shall pay to the vendor an additional sum of Twenty thousand ($20,000.00) dollars in cash; and if, at the expiration of five years from the date of this contract the said patent shall not have been successfully attacked and a judgment or decree rendered by a United States Court against the said patent, then and in that event, at the expiration of said five (5) years the purchaser shall pay to the vendor an additional sum of Twenty Thousand ($20,000.00) dollars in cash.

In the case of the purchasex of the property covered by this contract, then contemporaneously therewith, the vendor shall execute a contract with the purchaser by which the vendor shall obligate himself during a term of fifteen years from the date hereof not to engage or be or become interested directly or indirectly, individually as partner, stockholder, director, officer, agent, employee, or otherwise, in the business (other than that of the purchaser or the assignee of the purchaser hereunder),

of buying, manufacturing or selling kinetoscopes, kinetographs, films or projecting machinery, used or capable of being used, in the moving picture business, or in the business of kinetoscopy, except in the States of Nevada and Wyoming. This covenant, shall, however, terminate and be severally and separately void upon the failure of the purchaser for sixty days after the same shall become due to pay the Five Thousand ($5,000.00) Dollars hereinabove provided for, at the expiration of any year for twelve years as hereinbefore provided.

The vendor will, if duly elected by the stockholders, act as a director of the purchaser, or any corporation of good business standing which may take over the property herein contracted for, and especially covenants to give his testimony in sustaining the patents herein agreed to be assigned and to assist as far as possible in obtaining the testimony of his employees to that end, and to exercise all due and reasonable diligence to co-operate with the purchaser to sustain said patents; and that he will do nothing to prevent the same from being sustained, or act in any way hostile to the said patents. And that the vendor will not directly or indirectly, attack or assist in the attack of and upon any patent, which the purchaser now owns or controls, or which may be hereafter owned and controlled by them, relating to the art of moving pictures.

The vendor will also turn over all papers relating to the said business and the said suit upon the said patents now in litigation, and will permit his attorney, Mr. Richard N. Dyer, to aid in sustaining the said patents.

The vendor further covenants that he will forthwith instruct his attorney to enter an order adjourning the litigation now pending between the vendor and the purchaser

affecting said patents hereinabove referred to, and until the Fall Term of the United States Circuit Court, and that said adjournment shall be made.

The vendor hereby covenants that except as herein set forth, he has not sold, licensed, released or parted with, any kinetographic camera, or any right of, in and to the patents herein contracted to be assigned, which would deprive the purchaser of the exclusive right to manufacture, use or sell kinetographic cameras, or the picture bearing strips produced therewith, and that he has a full right to assign and convey the rights herein purport d to be assigned and conveyed.

This contract shall be and be considered to be an option to purchase.

If this option is not exercised within the ninety days aforesaid, the said Twenty-five hundred ($2500.) dollars shall be forfeited to the vendor.

This contract shall bind the parties hereto, their nominees, personal represenntatives, successors and assigns, respectively, as fully as though they had executed these presents.

IN WITNESS WHEREOF the vendor has hereunto set his hand and seal, and the second party has caused these presents to be sealed and executed by its officer thereunto duly authorized, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Howard W Hayes — Thomas A. Edison

AS TO:
Thomas A. Edison

AMERICAN MUTOSCOPE & BIOGRAPH COMPANY

AS TO:
Attest R. A. Holbrook
Asst. Secy.

BY H. N. Marvin
2nd Vice President

American Mutoscope and Biograph Co. Incorporated 1895 New Jersey

[ATTACHMENT]

C O P Y

THIS AGREEMENT, entered into this fifth day of May, 1898, by and between THOMAS A. EDISON of Orange, Essex County, State of New Jersey, party of the first part, and the American Parlor Kinetoscope Company, of the City of Washington, District of Columbia, party of the second part,

WITNESSETH:

WHEREAS, the party of the first part is the owner of certain Letters Patent, numbered 493,426 and 589,168, for motion pictures called Kinetoscopes, and has a factory for the production of films for use in connection with said Kinetoscopes; and

WHEREAS, the said party of the second part is the owner of a patented device called the "Parlor Kinetoscope" for exhibiting motion pictures, an exhibit of which is hereto attached; and

WHEREAS, the party of the second part is desirous of obtaining the right from the party of the first part, under his patents, to manufacture and sell opaque Edison films of a character like the exhibit marked "paper film", and is willing to pay a royalty to said party of the first part on each and every fifty feet of film made and sold by it,

THEREFORE BE IT AGREED

That the said party of the second part will, on and after June 1st, 1898, pay to the said party of the first part twenty-five (25¢) cents per dozen for film sold at wholesale for Two ($2.) dollars per dozen but the royalty shall increase in proportion as the wholesale price is increased beyond Two ($2.) dollars per dozen, and that a sworn monthly statement will be made within ten days after the expiration of each month showing the gross sales, and that it will within ten days thereafter pay the royalties due to said party of the first part.

The party of the first part further agrees that he

[ATTACHMENT]

will furnish negative films made from positive films to the party of the second part at the price of Eight ($8.) dollars for each fifty foot strip.

The party of the first part further agrees to furnish to the party of the second part any films of standard size that he is free to sell, at the same price, and as quickly as they are furnished to the most favored customer. It being understood, however, that the party of the second part will only use such films for printing their opaque films therefrom.

This contract shall expire within one year from this date, and is not transferable.

This contract is not a construction of the Edison patents.

(S) THOMAS A. EDISON

AMERICAN PARLOR KINETOSCOPE CO.
By (S) C. M. CAMPBELL, Treas

PILLING & CRANE,
GIRARD BUILDING
BROAD & CHESTNUT STREETS
PHILADELPHIA.

Mallory

September 17th. 1900.

Thomas A. Edison, Esq.,

Orange, N. J.

Dear sir:

Mr. Mallory has no doubt reported to you our conversation by telephone to-day in reference to the Baird transaction for Phonograph bonds and option for stock of the Edison Portland Cement Company. Of the $100,000 which you were to receive as purchase money for the bonds, you have actually received $88,000, leaving $12,000 in notes which you still hold. These payments have been made partly by our assistance, and we now hold $18,000 of the Phonograph bonds as collateral for advances which we have made Mr. Baird. We also expect to pay him additional money, and in consideration of our action, he is to assign to us the right to purchase 4000 shares of the Edison stock under terms of his contract with you. As explained to Mr. Mallory, the contract between you and Mr. Baird is incomplete, as we find that it does not provide either for assignment of the right of subscription nor does it cover the point intended to be covered that he is to have the right to purchase the cement stock in either bonds or cash, neither does it cover the point that if he does not finally complete the payment of $100,000, that the option is to hold for the bonds acquired. We think however, that your acceptance of the notes in settlement really covers that point, but this question need not be raised, as he will, no doubt, pay off the balance of the notes ultimately and, in any event, he has paid nearly nine-tenths of the original sum.

As Mr. Mallory suggested, we propose tomorrow to have new

agreements drawn covering the above points, and we shall probably have two agreements, one between you and Mr. Baird and the other in our name, covering the option. This will prevent any misunderstanding or mixing up of papers. We have felt under some little obligation to Mr. Baird to help him out in this matter, as it was at our instance that he made the transaction, but the matter has now reached a point where our advances have become so large and will be larger, that we feel that the papers should be put into better shape, so as to protext us against any possible contingency. Mr. Mallory said that in your absence this morning, he was prepared to take the responsibility of saying that you would make the necessary changes to carry out the above conditions, which are really not different from what were originally intended, but which have not been properly set forth in the written agreement.

Yours very truly,

Pilling & Crane

PILLING & CRANE,
GIRARD BUILDING
BROAD & CHESTNUT STREETS
PHILADELPHIA.

September 10th, 1900.

Thomas A. Edison, Esq.,

Orange, N. J.

Dear Sir:

We have had our attorney draw up new agreements with Mr. Baird to take the place of the agreement and amendments now in effect with you. We are sending you herewith three copies of this new agreement, and you will notice that no mention is made of the old agreements, the idea being to simply destroy them. We have individually purchased from Mr. Baird his right covering an option on 4000 shares of the cement stock. This leaves him with an option for 6000 shares instead of 10,000, and we have thought it best to have the option for the 4000 shares come directly from you to us. Acting upon this, we have drawn the Baird agreement, so that you give option on 6000 shares, and we also enclose agreements in triplicate covering options to Pilling & Crane individually on 2000 shares each. Our purpose in writing you now is to ask that you go over these agreements carefully, and kindly bring them with you to Philadelphia when you come on Thursday next; also please bring the old Baird agreements that all copies may be destroyed together. We think you will find that the enclosed agreements cover the situation fully, so that you are protected as well as ourselves; at least this has been our intention in drawing the papers.

Yours very truly,

Pilling & Crane

Enclosure.

[ENCLOSURE]

THIS AGREEMENT made this *Eighteenth* day of September A. D. 1900, between Thomas A. Edison, of the first part and Chester R. Baird of the second part.

WITNESSETH That the said parties in consideration of the sum of One dollar ($1.00) each unto the other in hand well and truly paid at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, and of the purchase of certain bonds of the Edison Phonograph Works by the said Chester R. Baird from the said Thomas A. Edison, do covenant and agree to and with each other as follows:

At any time prior to one year after the factory of the Edison Portland Cement Company, a corporation organized under the laws of the State of New Jersey, begins to manufacture cement in commercial quantities, the said Thomas A. Edison, his executors, administrators or assigns will exchange at the option of the said Chester R. Baird, his executors, administrators or assigns any or all of Sixty thousand dollars ($60,000) in bonds of the Edison Phonograph Works at par for the stock of the said The Edison Portland Cement Company, at Ten dollars ($10.00) per share, the par thereof being Fifty dollars ($50.00) per share; that is to say, for any bond of the Edison Phonograph Works of the face value of One thousand dollars ($1000.) the said Thomas A. Edison, his executors, administrators or assigns will give 100 shares of the stock of The Edison Portland Cement Company, or at the option of the said Chester R. Baird, his executors, administrators or assigns will sell and transfer to the said Chester R. Baird, his executors, administrators or assigns, any or all of the said 6000 shares of the stock of The Edison Portland Cement Company, at the price or sum of Ten dollars ($10.00) per share in cash for the same, it being understood that said 6000 shares of stock may be paid for by the said Chester R. Baird, his executors, administrators or assigns either in the bonds of the Edison Phonograph Works or in cash, as he or they may elect.

The said Thomas A. Edison, his executors, administrators or

[ENCLOSURE]

(2)

or assigns will upon the payment of the notes of the said Chester R. Baird, held by said Thomas A. Edison, for the sum of Twelve thousand dollars ($12,000) deposit with the West End Trust & Safe Deposit Company of Philadelphia, Pa., 6000 shares of The Edison Portland Cement Company in his name and duly assigned in blank by him to be held by the said depository during the period of one year from the time that the said Edison Portland Cement Company begins to manufacture cement in commercial quantities, as aforesaid. In trust to deliver the whole or any part thereof to the said Chester R. Baird, his executors, administrators or assigns upon receiving from him or them bonds of the Edison Phonograph Works or cash in the ratio above specified.

At the expiration of said year, so much of said stock as the said Chester R. Baird, his executors, administrators or assigns shall not have exercised his option to take, shall be delivered to the said Thomas A. Edison, his executors, administrators or assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals.

SEALED and DELIVERED
In presence of

Joseph L. Daly
As to Chester R. Baird

W. W. Mallory
as to Thomas A. Edison

Thomas A. Edison (SEAL)

Chester R. Baird (SEAL)

The agreements dated December 9th, 1899 and January 9th, 1900 are hereby cancelled.

Sealed and delivered
in presence of

Thomas A. Edison (SEAL)

W. W. Mallory as to Thomas A. Edison
Joseph L. Daly " " Chester R. Baird

Chester R. Baird (SEAL)

Know all men by these presents, that I, Chester R. Baird for value received, do hereby assign, transfer and set over unto E. C. Miller & Co., their executors, administrators, and assigns, all my right and option to exchange bonds of the Edison Phonograph Works or cash, for the stock of the Edison Portland Cement Co., as set forth in the agreement between Thomas A. Edison and me, dated September 18th 1900 to the extent of six thousand shares thereof; and all my right, title and interest under the said agreement, in so far as the option relates to the said six thousand shares of the stock of the Edison Portland Cement Co.,

In witness whereof, I have hereunto set my hand and seal this 19th day of September 1900

Witnesses.

Wm H Stark

Chester R. Baird Seal

December 6. 1900

For a valuable consideration, we hereby assign transfer and set over unto Pelling & Crane, their Executors Administrators and assigns, all our right title and interest in the within assignment option and agreement.

In witness whereof we have hereunto set our hand and seal this Sixth day of December 1900.

Witness

Henry P. Brown

E. C. Miller & Co. (Seal)

MEMBERS OF THE STOCK EXCHANGES OF NEW YORK & PHILADELPHIA

E. C. MILLER & CO.

BANKERS & BROKERS

437 CHESTNUT STREET

WILLIAM GRANGE
JOHN W. GRANGE
E. CLARENCE MILLER

PHILADELPHIA Sept. 28th-1900

Mr. Thos. A. Edison,
Orange,
N. J.

Dear Sir:-

We beg to advise that Chester R. Baird has assigned to us all his right and option of exchange on the bonds of The Edison Phonograph Works or cash for the stock of the Edison Portland Cement Co. as set forth in the agreement between yourself and him dated September 18th-1900. Will you kindly formally acknowledge receipt of this notification of assignment to us." We notice that in accordance with the terms of the agreement Mr. Baird must pay his notes for $12,000 and on payment of that amount will receive $12,000 bonds. We have written Messrs. Pilling & Crane asking them to give us the dates at which these notes are due but in the meanwhile would like to know whether a payment to you of $3,000 would return us Mr. Baird's note the bonds being left as your property thus fulfilling that particular part of the agreement. This would be equivalent to a purchase of $12,000 by you at 75 % of their par value unaccompanied by any option or rights."

Yours very truly, E C Miller & Co

PILLING & CRANE,
GIRARD BUILDING
BROAD & CHESTNUT STREETS
PHILADELPHIA.

September 28th. 1900.

SEP 29 1900

Mr. W. S. Mallory,

Orange, N. J.

Dear sir:

We are quite surprised to-day to discover that a mistake has been made in the delivery of bonds to C. R. Baird. We have been under the impression that he had paid all of your notes excepting $12,000. Mr. Baird suddenly discovered to-day, at the last moment, that one of his notes for $10,000 was due to-day, and he was unprepared for it. The notes have not been on our books, so, of course, we knew nothing about it, having received no word from you. In looking over the correspondence, we find that a note for $10,000 was renewed on July 30th., and that this was the one in question. The worst part of the matter is that instead of holding $17,000 bonds for your account, we hold only $12,000. In other words, we have apparently delivered to Mr. Baird $5000. of bonds more than he was entitled to. How this came about we cannot now say, but we are certainly very sorry to have to report the fact. He has from time to time paid off notes and renewed them all or in part, and sometimes the notes were paid several days before the renewals were consummated. The accounts were not kept on our books, as it was not a matter which entered into our accounts, but, nevertheless, we have endeavored to be as careful as if we were directly interested. The only thing to do now is to get him to gradually work the account down to $12,000, which will be covered by the bonds we hold and then gradually reduce this amount. Will you kindly show this letter to Mr. Edison and explain to him how

SEP 29 1900

sorry we are that the matter has occurred. We think it will come out all right in the long run and this is the first time that such an occurrence has ever happened in our office.

We expect to see Mr. Baird later in the day or tomorrow morning in reference to renewal of the note due to-day about which we telephoned you. We will secure as much as possible on account, and take a new note for the balance.

Yours very truly,

Pickering & Tranmer [signature]

C. R. Baird & Company,
Pig Iron, Steel and Iron,
Bullitt Building,
LONG DISTANCE TELEPHONE 4415.

C. R. B. H. *Philadelphia,* Sept. 29th, 1900.

OCT 1 1900

W. S. Mallory, Esq.,

c/o Edison Laboratory,

Orange, N. J.

My Dear Mr. Mallory:-

I was very much surprised to learn a few minutes before three o'clock yesterday that a note of mine for $10,000. was due. I have been exceedingly rushed with very important matters recently, and as this was a personal affair no entry was made on our books and I had no idea that a note was due. This strikes me at an unusually bad time as the demands on us lately have been very heavy indeed and we have been greatly disappointed in collections. This in addition to the very depressed state of the iron market makes it very hard for me and this combination of circumstances makes it impossible to pay anything whatever on the note as much as I would like to do so.

I herewith beg to enclose two notes dated September 28th, 60 days for $8,000. and $2,000., respectively. I send two notes because Mr. Crane stated that you could not use one for more than $8,000. and he was very anxious that I send you $2,000. in cash. I sincerely hope that you can use both of these notes and that the matter will cause you no serious inconvenience.

Thanking you very much indeed for your cleverness all through our dealings together, and assuring you that same is fully appreciated, I have the pleasure to remain,

Yours truly, *Chester R. Baird*

Vault looked up. Will send ck for discount and rev. stamps later. aRS.

OCT 5 1900

Pilling Herme
Girard Building
Philadelphia Pa

Will accept Millers proposition
Sep 28th provided Band
agrees

T A Edison

Philadelphia, November 2nd. 1900.

NOV - 3 1900

Thomas A. Edison, Esq.,

Orange, N. J.

Dear sir;

Referring to an agreement, dated September ~~18th~~ 20th. 1900, in reference to option for stock of The Edison Portland Cement Company, I think it well, in order to prevent future misunderstanding, to have a specific agreement as to the meaning of the term "When The Edison Portland Cement Company begins to manufacture cement in commercial quantities." I propose that this phrase shall mean when the mills of the Company shall produce an average of 1500 barrels of Portland Cement per working day during three consecutive months. I also propose that when this shall have been accomplished, you or your representative shall give notice to this effect to the then holder of this option and to the West End Trust & Safe Deposit Company and that the year shall commence on and after the reception of this notice, provided, of course, that the option has not been exercised by me or my legal representatives or assigns prior to the commencement of the year aforesaid.

I am writing this letter in triplicate, and your written acceptance of the foregoing conditions will constitute an amended agreement to be attached to the original contract.

Yours very truly,

William S Pilling

I agree to the terms afore mentioned

Thos A Edison

Nov 3rd 1900

NATIONAL PHONOGRAPH CO.,
EDISON LABORATORY,
ORANGE, N. J.

(Personal)

ORANGE Nov. 2, 1900.

IN REPLYING TO THIS LETTER

PLEASE MENTION THESE INITIALS

C. E. Stevens, Esq.,
P. O. Box 1338,
New York.

Dear Sir:

With reference to the matter of taking over your entire business, about which we have had numerous interviews, I desire now to confirm the understanding reached, which I believe to be mutually satisfactory.

1. We are to pay you for your business the sum of Six Thousand Dollars ($6,000), payment to be made either in cash or the equivalent in our goods or materials sold by the Edison Mfg. Co. or the Bates Mfg. Co..

2. We are to take over all of your actual assets, including stock on hand at cost prices, furniture and fixtures at their exact cost, as well as any liabilities that you may have assumed in the way of advertising contracts, insurance, lease of premises No. 15 Cedar St., etc.

3. The business is to be conducted as a branch of this Company at your present address, No. 15 Cedar St., unless it should be found later on of advantage to move it elsewhere. It is our desire that you assume the management of the selling end of the business, under the title of Manager of Foreign Department, but it is distinctly understood that the same supervision that now prevails in the Company shall of course prevail in your department, it being the intention to operate the Foreign Department independently, but co-operation is of course to be exercised in every case as between the Domestic and the Foreign ends

of the business. It is further understood that the foreign branch will open its own set of books and do the necessary charging out direct from their office; in fact, it is the intention to operate the Foreign Department as a separate and distinct concern, such department to bear its own general expense. We have also decided that we will charge our different apparatus to you at fixed net prices, all of which are indicated on attached schedule, marked "A".

4. In consideration of your devoting your entire time and efforts to the furtherance of o u r business, we agree to allow you to participate in the net profits of this branch of the business to the extent of thirty per cent. (30%). So that there will be no misunderstanding, we desire it to be distinctly understood that in figuring net profits it refers to the actual net profits, after paying all expenses of any kind or nature, such as rents, advertising, insurance, salaries, etc., as also after deducting any rebates or credits that may be made from time to time. We also agree that you shall draw a salary to the extent of Sixty Dollars ($60) per week, same to be charged against your proportion of the net profits above indicated.

5. Should we decide to terminate this arrangement for any reason whatsoever before the conclusion of the first year, then and in that case, we agree to pay you the sum of Seven Thousand Five Hundred Dollars ($7,500), or, if it should be decided to terminate the arrangement after the first year, then and in that event, we agree to pay you a sum equal to twenty-five per cent. (25%) of the net profits of the previous year, said net profits being figured as outlined in paragraph No. 4.

6. It is the intention to turn over to your department all foreign business, Except Canada; all inquiries, orders, etc., to pass through your

hands; but we reserve to ourselves the right to deal direct with the Edison United Phonograph Co., the German Edison Phonograph Co. and the Edison-Bell Phonograph Co.

7. In the event of either party desiring to terminate this arrangement they have the option so to do upon sixty days written notice in writing from one to the other.

8. This arrangement shall go into effect as of December 1st, 1900. It is the desire, of course, that you should arrange at once to procure necessary account books, so as to introduce them as of December 1st, 1900, your present books of accounts to be closed as of November 30th, 1900. It will of course be necessary for you to arrange to take stock on the thirtieth day of November, so that the new books can be opened properly and everything turned over to us in a satisfactory manner.

In conclusion I desire to say to you that it is the intention under this arrangement that we will always work harmoniously with the domestic end of the business and to avoid, wherever possible, friction of any kind whatsoever. It of course goes without saying that the jurisdiction as to the placing of advertising contracts, furnishing of printed matter and in fact, incurring liabilities in any way, shall only be done with the approval of the officers of the Company, and that you will in every way endeavor to co-operate with them to the furtherance of our general business, always paying due regard to the matter of general expense.

I believe that this covers everything and outlines clearly the manner in which the business is to be handled. If so, I should be glad if you will write me a proper acknowledgment of this letter and arrange matters in such a way that the transfer can be made by the date above indicated.

I accept this contract Nov 30/1900 C. E. Stevens

Yours, very truly,
W. E. Gilmore
President.

WEG/IWW Approved Thos A Edison

GALISTEO COMPANY.

DOLORES, NEW MEXICO, Nov. 21 190

J. F. Randolph Esq
Orange N.J.

Dear Mr Randolph

I am in receipt of your letter asking if there is any thing the matter with the Laboratory bill sent me in duplicate some time ago. The bill was O.K. by J.V.M. and sent by me to A.W. Hoyt No 1 B'way our new trea. In his reply to me he stated that there were one or two items which required to be straighten out & that when this was done he would send you a check. It was my impression that this was done long ago. I am sending your letter on to him by this mail again drawing his attention to this matter & hope you will get your check at once. I should not trouble Mr Edison with it, as he (A.W.H.) has no doubt mislaid the bill.

GALISTEO COMPANY.

DOLORES, NEW MEXICO, ... 190....

2/

Am pleased to learn that every thing is moving along so rapidly at the Lab. and that so many men are employed. Matters are moving here not so rapidly as we would like, but my people are pleased with many of the results. We are now giving our attention to opening up some of the veins in the mountains & by Spring I hope to report the discovery of some good mines. Prospects are very encouraging for my doing so. Remember me kindly to Mr. G. and all my friends - With kind regards

Yours Very Sincerely Yours

S. G. Burn

HARRY F. MILLER FILE

1901

This agreement made this 17th day of July nineteen hundred and one by and between the "Edison Storage Battery Co." a corporation duly organized under the laws of the State of New Jersey and having its principal office in West Orange, Essex County, in said State, party of the first part and Thomas A. Edison Inventor, residing in West Orange Essex County, State of New Jersey party of the second part witnesseth.

Whereas the said party of the second part has invented a new and useful Storage Battery and several modifications thereof, and has applied to the Patent Office of the United States for patents upon the same, and the said party of the second part is still engaged in perfecting such battery or batteries.

And whereas the party of the first part is desirous of purchasing from the said partyof the second part, all of his inventions on Storage Batteries, which have already been made or which may be made during a period of five years from February first Nineteen hundred and one, and all right, title and interest in all applications for patents for Storage Batteries now pending in the United States Patent Office, and the patents when issued and all future applications for Storage Batteries which may be made during said period of five years within the United States.

Now this agreement witnesseth that for and in consideration of the sum of One Million Dollars ($1,000,000) of which sum One Thousand Dollars shall be cash and Nine Hundred and Ninety Nine Thousand Dollars ($999,000.00) in full paid non-assessable stock of the party of the first part, the receipt of which is hereby acknowledged by the party of the second part.

And the said party of the second part hereby

agrees to transfer and does hereby transfer all his right, title and interest in the said improvements on Storage Batteries within the Unites States to the party of the first part and all right, title and interest in and to the invention covered by the applications for patents for the Storage Batteries, filed in the Unites States Patent Office as per schedule hereto annexed, and all future improvements thereon in the United States made during the period of five years from February 1st, 1901.

And the said party of the second part further agrees that he will give a reasonable proportion of his time, in view of his other interests and engagements, towards perfecting the Storage Batteries now made and to be made, as well as any manufacturing devices therefor made during said period of five years and will sign all nezessary papers to carry out the intent of this agreement.

It is further agreed that all expenses in connection with the experimental work from Ffebruary 1st, 1901 relating to these inventions and also expenses connected with the application for patents and the taking over of these patents is to be paid by the party of the first part.

IN WITNESS WHEREOF the party of the first part has caused this agreement to be signed by its President and Secretary and its corporate seal to be attached, and the party of the second part has hereunto set his hand and seal this 17th day of July 1901.

Signed Sealed and delivered in the presence of :

W. S. Mallory

Edison Storage Battery Company
By Thomas A Edison
President

Attest
J. F. Randolph
Secretary

Thomas A Edison

List of Applications filed with the
United States Patent Office.

E. 1048 Reversible Galvanic Batteries, filed Oct. 31,1900
Serial No. 34,994.

E. 1049 Reversible Galvanic Batteries, filed Oct. 31,1900
Serial No. 34,995.

E. 1051 Reversible Galvanic Batteries, filed Jan. 8, 1901
Serial No. 42,514.

E. 1053 Reversible Galvanic Batteries, filed March 5, 1901
Serial No. 49,934.

E. 1054 Reversible Galvanic Batteries, filed March 5, 1901
Serial No. 49,935.

E. 1055 Reversible Galvanic Batteries, filed March 1, 1901
Serial No. 49,452.

E. 1056 Reversible Galvanic Batteries, filed March 1, 1901
Serial No. 49,453.

E. 1058 Depolarizers for Reversible Galvanic Batteries,
filed May 9, 1901, Serial No. 59,512.

E. 1059 Electrodes for Galvanic Batteries, filed May 17,1901
Serial No. 60,661.

DIV. D. Recorded

156649

ASSIGNMENT.

THOMAS A. EDISON

-to-

EDISON STORAGE BATTERY COMPANY.

Dated July 17th, 1901.

CARY & WHITRIDGE,
Attorneys for
59 WALL STREET,
NEW YORK, N. Y.

Howard H. Wayert

WHEREAS, I, THOMAS A. EDISON, of West Orange, in the County of Essex, in the State of New Jersey, have invented certain new and useful improvements in storage batteries, as fully set forth and described in certain letters patent of the United States already issued to me thereon and in various separate applications filed in the Patent Office of the United States, at Washington, D. C., as follows:

(a) Letters Patent of the United States for improvement in reversible galvanic batteries, No. 678,722, granted on the 16th day of July, 1901, to Thomas A. Edison.

(b) Application for improvement in reversible galvanic batteries, filed October 31, 1900, under Serial No. 34,994.

(c) Application for improvement in reversible galvanic batteries, filed October 31, 1900, under Serial No. 34,999.

(d) Application for improvement in reversible galvanic batteries, filed January 8, 1901, under Serial No. 42,514.

(e) Application for improvement in reversible galvanic batteries, filed March 1, 1901, under Serial No. 49,452.

(f) Application for improvement in reversible galvanic batteries, filed March 1, 1901, under Serial No. 49,453.

(g) Application for improvement in reversible galvanic batteries, filed March 5, 1901, under Serial No. 49,934.

(h) Application for improvement in reversible galvanic batteries, filed March 5, 1901, under Serial No. 49,935.

(i) Application for improvement in depolarizers for reversible galvanic batteries, filed May 9, 1901, under Serial No. 59,512.

(j) Application for improvement in electrodes for galvanic batteries, filed May 17, 1901, under Serial No. 60,661.

And

W H E R E A S, the EDISON STORAGE BATTERY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, is desirous of acquiring all my right, title and interest in and to said improvements, applications and any letters patent that may be granted therefor or thereon, or any reissues or extensions of the same;

N O W , T H E R E F O R E , Be it known that, for and in consideration of the sum of five dollars ($5.00) lawful money of the United States, to me in hand paid by the said EDISON STORAGE BATTERY COMPANY, I, the said THOMAS A. EDISON have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto the said EDISON STORAGE BATTERY COMPANY all right, title and interest which I have or may have in and to the said letters patent No. 678,722 and in and to said improvements, applications, and any letters patent of the United States that may be granted therefor or thereupon, or any reissues or extensions thereof, the same to be held and enjoyed by the said EDISON STORAGE BATTERY COMPANY, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

A N D I do hereby authorize and request the Commissioner of Patents to issue any letters patent, when granted, on said applications and either of them, to the said EDISON STORAGE BATTERY COMPANY, its successors and assigns. AND for the above named consideration, I hereby covenant and agree that I will, at the request and charges of the said

EDISON STORAGE BATTERY COMPANY, execute any and all applications for the reissue or extension of the aforesaid letters patent and of any letters patent that may be granted upon said applications or for the improvements described therein that the said EDISON STORAGE BATTERY COMPANY, its successors or assigns, may deem necessary or expedient; and do all other and further acts that may be or become necessary to obtain said letters patent and any reissues or extensions of the same. A N D I hereby covenant that I have full right to convey the interest herein transferred, and that I have not executed any writing in conflict herewith.

I N W I T N E S S W H E R E O F , I have hereunto set my hand and seal this 17th day of July, A. D. nineteen hundred and one.

In the presence of:

Thomas A Edison

W. W. Mallory

NATIONAL PHONOGRAPH COMPANY,
FOREIGN DEPARTMENT.

RECAPITULATION.

FOR THE YEAR ENDING NOVEMBER 30TH, 1901.

CASH	$5348.90	PROFIT & LOSS	$31999.59
STOCK	$1028.28	ACCOUNTS PAID	$32147.61
FIXTURES & FURNITURE	$1599.10		
ANT. FIXTURE & FURNITURE	$ 477.04		
PETTY CASH	$ 100.00		
SPECIAL ANT. STOCK	$ 120.31		
GENERAL EXPENSE INVEN'Y	$ 558.04		
ADVERTISING INVEN'Y	$ 530.15		
ANTWERP CASH	$1395.82		
ACCOUNTS RECEIVABLE	$52989.51		
	$64147.20		$64147.20

NATIONAL PHONOGRAPH COMPANY,
FOREIGN DEPARTMENT.

-STATEMENT OF PROFITS FOR YEAR ENDING DEC. 1st., 1901-

Merchandise (gross profits) $63470.01

General expense	$19763.28	
Advertising	7735.77	
Legal	33.70	
Foreign Travel	141.46	
Antwerp expenses	3796.21	
	31470.42	$31470.42
Net profit		31999.59

30% of $31999.59 as per contract with C.E. STEVENS	$ 9599.88
Less amount drawn by C.E. Stevens as salary	3120.00
Balance due C.E. STEVENS on the years' business	6479.88
Balance due T.A. EDISON	$25519.52

Net Sales: $255284.89

Percent. of Gen'l Expense $31470.42 to Sales $255284.89	12-3/10%
" " " Net Profit $31999.59 " " " "	12-1/2 %
" " " Gross " $63470.01 " " " "	24-8/10%
2 " " C.E. STEVENS interest namely 30% of profit including amount drawn as salary $9599.88 " " " "	03-8/10%
Percent. of T.A. EDISON's profit $25519.52 " " "	09-9/10%
Total	13-7/10%

Antwerp sales from Apr. 22nd. $13031.70
Antwerp Expense " " " 3796.21
Percent. of Antwerp Gen'l Expense $3796.21 to Ant. sales $13031.70- 29%
Estimated loss on Antwerp Business $ 538.29

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NATIONAL PHONOGRAPH COMPANY
FOREIGN DEPARTMENT.

Profits on Sales, (Gross)--------------------------------$ 63,470.01

Less

General Expenses----------$19763.28
Advertising--------------- 7735.77
Legal--------------------- 33.70
Foreign Travel------------ 141.46
Antwerp Expenses---------- 3796.21
---------- $ 31,470.42
$ 31,999.59

T. A. Edison's proportion, 70%-----------$25519.71
C. E. Stevens' " 30%-$9599.88
Less amount drawn as
salary-------------$ 3120.00
N E T S----------------------------------$ 6479.88 $ 31,999.59

. . . .

Sales--$255,284.89

Cost of Sales-------------$191,814.88
Plus General Expense------$ 31,470.42 $223,285.30
$ 31,999.59

General expense based on ~~commission~~ cost------16.4%
Profit, based on ~~commission~~ cost & general ex-
pense--------------------14.3%

1332.22

31

RCF

HARRY F. MILLER FILE

1902

NATIONAL PHONOGRAPH COMPANY
FOREIGN DEPARTMENT.

C O P Y.

Feb. 1, 1902.

The Seaboard National Bank,

Wells Building,

Broadway, City.

Gentlemen:--

On and after February 3rd you will kindly ignore all endorsements or signatures, other than my own, on checks or drafts presented, payable to the undersigned, as I am this day severing my connections with the National Phonograph Co., Foreign Dept.

This revokes the Power of Attorney held by my brother, Mr. Walter Stevens.

Very truly yours,

(Signed) C. E. STEVENS,

Manager.

This agreement entered into this 11 day of February 1902, by and between Thomas A. Edison of Orange, New Jersey, party of the first part and W. H. Shelmerdine of Philadelphia, Pa., party of the second part, Witnesseth.

Whereas the party of the first part has invented and applied for a patent for a process of covering articles of iron and steel with nickel, in such a way that the nickel will be integral with the iron and not removable, and whereas the party of the second part is desirous of obtaining an interest in the profits derived from such invention, therefore be it agreed that for and in consideration of the sum of one dollar, the receipt of which is hereby acknowledged and for other valuable considerations, the said party of the first part agrees to pay over to the said party of the second part one sixth of all the proceeds derived by him from the sale of said invention in the United States only, or in case the said party of the first part elects to raise capital to work the invention himself in the United States, that he will exact atleast a royalty of not less than 15 per cent on the actual cost of all articles made under the patent, and one sixth part of this royalty shall be paid as fast as received

and during the whole period during which it is received to the said party of the second part in full satisfaction of his interest and claims in the proceeds derived from the said invention.

There is specially reserved from this contract a special license to be given the Edison Storage Battery Company should they desire it, to use the process in ~~our~~ their batteries only, for which neither the party of the first and second part shall receive any but a nominal consideration.

In Witness Whereof the parties hereto have hereunto set their hands and seals this eleventh day of February, 1902.

J. F. Randolph Thomas A Edison
W S Pelzer J W Aylsworth

IN CONSIDERATION of the sum of THREE THOUSAND DOLLARS this day received I hereby release the National Phonograph Company, the Edison Manufacturing Company, the Bates Manufacturing Company, Thomas A.Edison and William E.Gilmore Trustee, from all claims and demands.

I FURTHER AGREE to sign or endorse on request (without recourse) all drafts, checks and money orders hereafter received by either of the said parties made to C.E.Stevens as Manager and to give a power of attorney to anyone designated by said parties authorizing him to make such endorsement. I also will turn over to the National Phonograph Company all letters received by me addressed to me as C.E.Stevens Manager, or to any of said parties in my care.

I ALSO AGREE not to use without consent on my letter heads or as an advertisement the letter of Thomas A.Edison to me in regard to selling apparatus manufactured by him dated August 29th,1898.

Dated February 14,1902.

C.E.Stevens

Witness.
Howard W. Hayes

We, the undersigned, in consideration of the sum of TWELVE THOUSAND, FIVE HUNDRED AND NINE DOLLARS AND EIGHT CENTS and other considerations, hereby release and discharge Charles E. Stevens of and from all claims and demands of us or any of us.

Dated February 14th 1902.

NATIONAL PHONOGRAPH CO.

W. E. Gilmore
President

[illegible] MANUFACTURING CO.

W. E. Gilmore
Vice President

BATES MANUFACTURING COMPANY,

W. E. Gilmore
President & Gen'l Mngr.

W. E. Gilmore
Trustee

Thomas A Edison

Gaunt & Janvier

365 & 367 Canal Street

New York

Pears' Soap

New York, Apr. 25, 1902.

Mallory / Tell Gaunt will be here Monday all right & will see him afterwards about the terms in this letter — also got him on telephone today say cant go out Sunday as promised to take family out
Edison

Thos. A. Edison, Esq.,

Orange, N. J.

Dear Sir;-

Confirming the appointment made by Mr. Mallory over the 'phone this morning, I would say that I expect to come out with Mr. Posey and the French engineers on Monday the 28th and be at the laboratory about half past ten.

Further, confirming our conversation on Feb. 18th, 1902, in the matter of negotiating for the reduction of ore of the Gold Roads Mine owned by Messrs. Posey & Bayly, of which I made memorandum at the time, I would say that my understanding of that agreement is that you shall furnish scheme for working of the ore, instruct a man to run the same, and guarantee the working of the plant at the mine if constructed in accordance with your model. More than this you do not agree to do.

I on my part am to work up the details as to putting you in communication with Posey & Bayly owners of the mines and their associates, furnish such capital as may be needed to construct the plant at the mine, and that you and I together shall make contract with the mine owners as to the terms to us upon which the plant is to be worked, and that you and I are to share and share alike in any profit in the undertaking.

Yours faithfully,

J. Gaunt

[ATTACHMENT]

April 30th, 1902

James Gaunt, Esq.,
365 Canal Street,
New York.

Dear Sir:-

Replying to yours of the 25th inst., I beg to state that my understanding of the conversation on February 8th, 1902, and those subsequent, in the matter of negotiations for the reduction of ore of the Gold Roads Mine owned by Messrs. Posey & Bayly, is that I am to furnish a scheme for working the ore, and build a small model at the Laboratory at our joint expense.

You are to work up the details of an arrangement, subject to my approval, before the tests are made, with Posey and Bayly and their associates for working my machinery and appliances at this Mine; and if the tests prove satisfactory to Messrs. Posey & Bayly and the scheme and appliances are adopted by them, you and I are to share and share alike in any profit in the undertaking.

Yours very truly,

Pears' Soap

SOLE AGENTS IN THE UNITED STATES

GAUNT & JANVIER

NEW YORK OFFICE & WAREHOUSE
365 & 367 CANAL ST

New York May 6, 1893

Thos. A. Edison, Esq.,
Orange, N. J.

Dear Sir;-

I am in receipt of your valued letter of April 30th for which I thank you. I agreed to the same, and am

Yours faithfully,

J. Gaunt.

Agreement made in duplicate this Twentieth day of May-1902 — between Thomas A. Edison Jr of the City and State of New York- party of the first part- and Charles F. Stilwell of the City of Newark and State of New Jersey- party of the second part- Witnesseth:—

That whereas the party of the second part- proposes to manufacture and sell a Phonograph or Talking machine- and is desirous of obtaining a popular name for such Phonograph or Talking machine- now therefore- For and in consideration of the sum of Ten Thousand dollars ($10,000.00) paid by the party of the second part- to the party of the first part- the receipt whereof is hereby acknowledged- and of the mutual covenants herein contained- it is mutually agreed that the party of the ~~second~~ first part- hereby grants to the party of the second part- the sole and exclusive right to use the name of Thomas A. Edison Jr (as well as the name of Thomas A. Edison should the party of the first part- ever become legally entitled to use such name) in connection with the manufacture of or the sale of a Phonograph or Talking machine—

The party of the second part- further agrees that he will pay to the party of the first part- a royalty of One dollar ($1.00) upon each and every machine that the party of the second part may sell that bears the name of the party of the first part- An accounting of such royalties shall be made to the party of the first part at the expiration of every

three months - The first accounting to be made not later than the - first day of April - 1904 S.T.T. and the party of the second part agrees - that should the sales not be sufficient to pay an amount equal to One hundred dollars ($100.00) per month - that the party of the second part - will make up the difference to the party of the first part -

The party of the second part may at any time cancel the royalty payments provided herein - by paying to the party of the first part the sum of Fifteen Thousand dollars ($15,000.00) -

The party of the second part may incorporate a Company or Companies bearing the name of the party of the first part - as the party of the second part may deem best -

The party of the second part may have his Phonographs manufactured by some reputable manufacturer if he so desires -

The party of the second part may assign part or all of his interests in this agreement at his pleasure -

This agreement carries with it the right to sign the name of the party of the first part to or upon any papers that may be necessary for the proper transaction of the business - It is however understood that the party of the first part shall not in anyway be held liable for the acts or liabilities of the party of the second part his successors or assigns - incurred under the

privileges hereby conferred – and this privilege shall pertain only and strictly to the Phonograph business –

It is agreed that the royalty payments as expressed above shall be paid to the party of the first part by certified check upon some New York Bank – and said check shall be mailed to the address of the party of the first part – within five days after becoming due –

In the event of the party of the second part defaulting in the payment of the above mentioned royalty payments for a period of three months after any such payment is due – then the party of the second part will have committed a breach of this agreement – and as liquidated damages for such breach of agreement – the party of the second part hereby confesses judgement to the party of the first part in the sum of Fifteen – Thousand dollars ($15,000.00) – and the party of the first part agrees with the party of the second part that should he – the party of the first part commit any breach of this agreement – he hereby confesses judgement to the party of the second part in the sum of Twenty-five Thousand dollars ($25,000.00) as liquidated damages for such breach of agreement –

This agreement shall extend – unless any or all of the covenants herein contained are broken

for a period of ten years from the date hereof - and shall be renewable for a further period of ten years upon the same terms and conditions - at the option of the party of the second part -

It is hereby agreed that the provisions of this agreement are binding upon the heirs - executors - administrators and assigns of the parties to these presents -

In witness whereof - the parties hereto - have hereunto set their hands and seals the day and year first above written -

In the presence of -
S. F. Francis

Thomas A. Edison Jr.
Charles F. Stilwell

The contract is hereby rescinded and made void

June 8th 1903 -

Witness
Kennard W. Hays

Charles F. Stilwell
Thomas A. Edison Jr.

Dunderland Iron Ore Company, Limited.

REGISTERED OFFICE, 6 Clements Lane.

TELEPHONE No
1438 AVENUE.

London, E.C. 19th July, 1902.

File this in safe place

THOMAS A EDISON Esq.,
O r a n g e,
New Jersey, U.S.A.

Dear Sir,

We beg to acknowledge receipt of your letter of the 24th June, and of copy of your letter to Mr. Dick of May 15th, and we offer our apologies for not earlier acknowledging the latter.

We regarded the paragraph in our Prospectus to which you call attention, as a statement of an arrangement actually made with you, and it did not occur to us that it needed confirmation.

We have however now much pleasure in giving that confirmation, and in assenting to your request that your private Inspector may inspect any or all the works during construction.

Mr. Simkin will observe the procedure indicated in your letter to Mr. Dick of May 15th.

Yours faithfully,

David Dale

Chairman Board of Directors.

HARRY F. MILLER FILE

1903

A G R E E M E N T S

Thomas A. Edison Jr.

To

Thomas A. Edison

Dated January 7th, 1903.

HOWARD W. HAYES,
COUNSELLOR AT LAW,
765 BROAD STREET,
NEWARK, N.J.

ROOM 901 PRUDENTIAL B'LD'G.
765 BROAD STREET.

GROVER BROS., LAW BLANK PUBLISHERS, 764 BROAD ST., NEWARK, N. J.

In consideration of the sum of Twenty five dollars per week to be paid to me by Thomas A. Edison for the term of one year from the date hereof, I promise and agree to and with the said Thomas A. Edison, his executors and administrators, for his and their benefit and the benefit of the various corporations in which he or they now are, or hereafter may become interested, to devote immediately every effort in my power to procure the cancellation of all contracts heretofore made by me granting to any person or persons, corporation or corporations the right to use my name or any part thereof in connection with any business, commercial enterprise or otherwise, and that hereafter I will not, directly or indirectly, grant to any person or persons, corporation or corporations the right to use my name or any part thereof in connection with any business, commercial enterprise or otherwise.

IN WITNESS WHEREOF I have hereto set my hand and seal this eighth day of January nineteen hundred and three.

Signed, sealed and delivered in the presence of
Howard W Hayes

Thomas A. Edison Jr.

State of New Jersey, :
ss
County of Essex. :

Cloyd M. Chapman of full age being duly sworn on his oath says: I am 28 years of age, educated at Cornell University as a mechanical engineer and have been in the employ of Mr. Thomas A. Edison for about four years as a mechanical engineer. I had charge of the erection and construction of the brick oven to be used as an experimental work for baking iron ore briquettes at the Edison Laboratory, West Orange, N.J. This oven is about 100' long, 6' high, and about 4-~~1/2'~~ [6ft 2in] wide. In our experiments it was found necessary to rebuild 50' of this 100' oven which portion was being rebuilt of red brick with 9" fire brick lining, making a thickness of wall about 18". This new portion being rebuilt was about completed and William Finlayson, the boss mason in charge of the work with the assistance of John Duali undertook to take out the centers which consisted of a wooden arch for the support of the brick arch during its construction. This wooden arch should not have been taken out until after the buckstays had been put in to support the sides of the oven and in the course of conversation and instructions to Mr. Finlayson on several occasions previous to the [falling of the oven or the] accident, I told him that the centers were not to be removed until the buckstays were in place. With this he agreed and said that the centers could be removed with safety as soon as the buckstays were in place. There was no [reason for any] conversation about him removing the centers as it was not his place to do it even though the buckstays were in, the removing of these centers [was to be done by] ~~to be removed by~~ me at such times as I directed. I was there on the day of the accident but not there just when the accident occurred. During the morning of the [day the accident took place] ~~accident~~ he told me in substance that he would be through [with his work] as soon as he had finished plastering the top of the oven and laying a few fire

brick in the lining of the old portion of the oven. In a conversation with him on the 25th inst. 5 days after the accident I asked him why he removed the centers before the buckstays were in place and He replied that he removed the centers from one end of the arch in order to finish a portion of the wall and finding the arch apparently strong, he concluded it would be perfectly safe to remove all of the centers and proceeded to remove them for the purpose of pointing up the interior of the oven. He also stated that he understood that I did not intend to remove these centers before the buckstays were in place. He also stated he was willing to rebuild the damaged portion of the wall and roof without charge for his labor as it was no one's fault and that he had frequently done this kind of work in this same way and never had one fall in on him before and accounts for this falling in because of the jarring to the oven caused by workmen chipping holes in the foundations to receive the buckstays.

I have read the above over carefully and cannot add further to it.

Lloyd M. Chapman.

Subscribed and :
Sworn to this 28 ;
March, 1903. before me.
Alexander Elliott Jr.
Notary Public
of New Jersey.

In the Matter of Accident at the Brick Oven at the Edison Laboratory, West Orange, N.J. on the 20th day of March, 1903.

State of New Jersey, :
: ss
County of Essex. :

Robert A. Bachman, of full age, being duly sworn on his oath says: I am by trade a machinist and by occupation a Master mechanic at the Edison Laboratory. I am 31 years of age and have had about 15 years experience as a machinist and in the supervision of men. Because of my position, I had a general supervision or overseeing of all mechanical work going on about and in the said Laboratory. In the course of my work I went to the oven above mentioned once or twice each day. On March 20th, 1903, about two o'clock in the afternoon, my attention was called to an excitement down the yard, in which direction I went at once and found that the arch and sides of mentioned oven had fallen in, striking a man named John Douall, about 62 years of age and a mason by trade, but at this time employed as a mason's laborer, and a man named James Mulvihill about 36 years of age, by occupation a laborer. I at once examined the above John Douall and found him to have a few slights cuts about the forehead and abroken nose. He tried to stand up but fell back in a sitting position. I then instructed my men to pick him up and carry him into the machine shop but the ambulance arrived when we got to the blacksmith shop, a distance of about 200 feet. He then insisted on standing on his feet, so the men let him down but he did not care to go into the ambulance, but walked to the ambulance assisted by two men, a distance of about 15 feet. He was placed into the ambulance and made no more complaint. He was then taken to Memorial Hospital; my attention was then called to James Mulvihill, whom by this time they had carried into the engine room. I found by examing him the only complaint

he made, that he had received a bruised foot which was quite swollen but I reduced this considerably with hot water. I then wrapped up his foot and sent two men to his house to notify his wife and helped to carry him in. I then took him in a carriage (automobile) to his home and telephoned for Dr. McGee who arrived and made him comfortable. I then went to Mr/ Douall's family and in-~~formed them of the~~ accident and told them I would bring him home as soon as his wound was dressed at the hospital. I then called up the hospital by telephone from the Laboratory and learned that he had a broken nose and a broken leg, somewhere near the ankle. So I went to the Douall family, the second time between five and six o'clock in the afternoon and informed them that Mr. Douall would be detained at the hospital a few days. They then told me that they had called up the hospital by phone and had found out about it. Mrs. Douall then said they were poor and that Mr. Douall had a fine imposed upon him for $50.00 by the union as a mason. He was then unable to pay it and was forced to work as a laborer and now that this happened she could not see her way clear, so I told her we would keep Mr. Douall on the pay roll and as soon as he was able to be about, I would employ him as a mason at the Laboratory and Phonograph Works, which arrangements I had made with Mr. Weber just two days before the accident occurred. She then thanked me very much for my kindness and I left the house.

The following day, 21st of March, 1903 I went on inquiry as to Mulvihill's condition. He wrote me a note in which he stated that the doctor had examined his foot, and found that there were no bones broken, but that the bone is badly bruised and the tissues. I gave the note to Mr. Elliott. The doctor further stated that it would be several days before he could stand on it, and he was coming to see him again on Monday and that he was suffering great pain. The following is a true and correct statement

of the above mentioned note.

Copy of Mulvihill's Note.

"Mr. Bockman the Dr was here and says there is no bones broken but the bone is badly Bruised and the Tissues he says it will be several days before I can stand on it he is coming Monday again. I am suffering great pain.

James Mulvihill

To Mr Bockman"

The above note is without date but was handed to me by the son of the above mentioned Mulvihill. He said his father sent it to me. He said this in the presence of one Patrick Brady whom I had sent to inquire about his condition. This was March 21st, 1903.

Immediately after attending to the injured after the accident, I went back to the said kiln or oven and asked the boss mason, Wm.F.Finlayson who ordered him to take out the wooden arch supports before the buckstays had been put in place and properly adjusted; he then said it was perfectly safe to do so. I then asked him whether he thought it looked that way by looking over the fallen in kiln or oven. He replied that he was engaged in this kind of work for a number of years and he knew his business. After these remarks, I told him to gather up his tools and leave the place, which he did. I then laid off all the laborers employed on this job.

I called on Sunday morning, March 22nd at the Memorial Hospital, but was not admitted. I was told the rules of the hospital would not permit more than two visitors in one day. I then called the second time, Friday March 27th in the afternoon and was admitted this time. Mr. Douall was very glad to see me and apparently doing very well as he was sitting up in bed.

The work upon which the above mentioned men were employed, was the construction and building of an oven built of fire brick lining with red brick on the outside laid in fire clay and Portland Cement mortar about 50 feet

long, the entire oven being 100 feet long, 6 feet high, 4 feet 2 inches wide with wooden arch supports on the inside which were to stay there until buck stays had been put in place, which were composed of 6" channel iron about 12 feet high, set in cement in the bottom and held together with 1-1/4" bolts at top. This the men were doing when the accident occurred.

I have carefully read over the above affadavit and know all it contains and have told all I know about the accident.

Subscribed and Sworn to :
before me this 4th :
day of ~~March~~ April, 1903. before me —

Robert A Bachman

Alexander Erwatt Jr
Notary Public
of New Jersey

AGREEMENT

THOMAS A. EDISON, JR.

AND

THOMAS A. EDISON.

DATED 1903.

HOWARD W. HAYES,
COUNSELLOR AT LAW,
765 BROAD STREET,
NEWARK, N.J.
PRUDENTIAL BUILDING.

GROVER BROS., LAW BLANK PUBLISHERS, 744 BROAD ST., NEWARK, N. J.

An agreement made this eighth day of June 1903 between Thomas A. Edison, Jr. of the City of Newark, in the County of Essex and State of New Jersey, of the first part, and Thomas A. Edison of the Township of West Orange in said county and state, of the second part.

Whereas the second party now is, and expects hereafter to be, engaged in making new inventions for which patents may be taken out throughout the world, and in establishing and carrying on, either by himself or with the help of others or through corporations now or hereafter to be organized, business enterprises of various character, in various portions of the world, in connection with which his name or a part thereof may be used as a trade mark or otherwise.

Now therefore, this agreement witnesses that the first party for and in consideration of the sum of one dollar paid to him by the second party, and other valuable considerations, hereby confirms any right to use the said name Thomas A. Edison or any part thereof as a trade mark, or otherwise as may hereafter be granted directly or indirectly by the second party during his life time to any person, firm or corporation in connection with said inventions and business enterprises; and, so far as he lawfully may, grants to said persons, firms and corporations the exclusive right in perpetuity to use said trademark and name as fully as such right shall hereafter be granted to them by the second party as aforesaid in all parts of the world.

In witness whereof the said party of the first part has hereto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Howard W. Hayes

Thomas A. Edison Jr.

[NOT SELECTED: SIMILAR AGREEMENTS BETWEEN THOMAS A. EDISON, JR., AND THE FOLLOWING COMPANIES: BATES MANUFACTURING CO.; EDISON MANUFACTURING CO.; EDISON PORTLAND CEMENT CO.; EDISON STORAGE BATTERY CO.; EDISON ORE MILLING SYNDICATE, LTD.]

AGREEMENT.

BETWEEN

THOMAS A. EDISON, JR.

AND

NATIONAL PHONOGRAPH COMPANY.

DATED 1903.

HOWARD W. HAYES,
COUNSELLOR AT LAW,
765 BROAD STREET,
NEWARK, N.J.
PRUDENTIAL BUILDING.

GROVER BROS., LAW BLANK PUBLISHERS, 744 BROAD ST., NEWARK, N. J.

An agreement made this eighth day of June 1903, between Thomas A. Edison, Jr., of the City of Newark, in the County of Essex and State of New Jersey of the first part, and National Phonograph Company, a corporation organized under the laws of the State of New Jersey of the second part.

Whereas the second party is now lawfully using the trade mark "Thomas A. Edison" and the name "Thomas A. Edison", and "Edison" in connection with articles of merchandise sold by it throughout the world.

Now therefore this agreement witnesses that the first party in consideration of the sum of one dollar paid to him by the second party, and other valuable considerations, hereby confirms the right of the second party to such use of the said trade mark and names in perpetuity and, so far as he lawfully may, grants to the second party the exclusive right in perpetuity to use said trade mark and names in connection with all articles of merchandise now or hereafter sold by it in any part of the world.

In witness whereof the party of the first part has hereto set his hand and seal the day and year first above written.

Signed, sealed and delivered : Thomas A. Edison Jr
in the presence of :

Howard W. Hayes

AGREEMENT.

::::::::::::::::::::::::::::

CHARLES F. STILWELL

AND

THOMAS A. EDISON

::::::::::::::::::::::::::::

DATED 1903.

::::::::::::::::::::::::::::

This agreement made this eighth day of June 1903, between Charles F. Stilwell of the City of Newark, in the County of Essex and Stateof New Jersey of the first part, and Thomas A. Edison of the Township of West Orange in said County and State, of the second part;

WITNESSES: That the first party, in consideration of the sum of one thousand dollars to him in hand duly paid by the second party, and other valuable considerations, hereby covenants and agrees to and with the second party that he, the first party, hereafter will not use the name Thomas A. Edison Jr., or any part thereof, in any business enterprise, that may in any way compete with any business in which the second party is directly or indirectly interested, whether individually or as a stockholder of a corporation or otherwise, in any part of the world: and will not directly or indirectly authorize any such use of said name or any part thereof by any person firm or corporation in any part of the world, and will not directly or indirectly use, or authorize the use of, said name or any part thereof in any part of the world, in any way that may directly or indirectly affect the business or professional reputation of the second party; and hereby releases and cancels all existing contracts under which he is entitled to or claims to be entitled to, any such rights.

And the first party hereby further covenants that he will hereafter use his best endeavor to procure the cancellation of any agreements heretofore made by him giving or attempting to give, any right to the use of said name, or any part thereof, in connection with any business enterprise, and will, at the request of the second party, assist the second party, and all corporations in

which the second party now is or hereafter may be, pecuniarily interested, in any litigation that may arise on account of the use of said name or of any part thereof, by any person, firm or corporation claiming a right to use the same by reason of any such contract or contracts.

And the first party hereby further covenants that he will not hereafter become directly or indirectly interested in any business enterprise in any part of the world that is similar to or competes with any business in which the second party now is, or hereafter may be, pecuniarily interested, or which is or may be based on any invention or inventions of the second party, in the United States or any other part of the world.

This contract is, however, not to be construed as prohibiting the first party from continuing certain litigation now on hand between him and the Shelby Electric Company of Shelby, Ohio, to be brought to recover certain royalties claimed to be due on a contract in regard to incandescent lamps; nor as prohibiting the first party from continuing his present business as salesman of electrical supplies lawfully manufactured by concerns now in existance.

The second party on his part hereby covenants and agrees to and with the first party that, so long as the first party observes and keeps the said covenants and agreements and each of them, he, the second party during his life time, will pay to the first party the further sum of twenty five dollars each and every week for the term of ~~fifteen~~ Ten (10) years from date, said payments to be mailed to the first party at the post office at Newark, New Jersey.

It is further agreed that the second party shall at all times have the right to restrain by injunction any

breach or breaches of this agreement by the first party.

In witness whereof the said parties have hereto set their hands and seals in duplicate the day and year first above written.

Signed, sealed and delivered in the presence of

Howard W. Hayes

:Charles F. Stillwell

:

AGREEMENT
Between
THOMAS A. EDISON
and
CLOYD M. CHAPMAN.

Dated July 11, A. D. 1903.

T H I S   A G R E E M E N T ,

Made this *eleventh* day of July, nineteen hundred and three, by and between THOMAS A. EDISON, of West Orange, New Jersey, U. S. A., of the first part; and CLOYD M. CHAPMAN, of the same place, of the second part; WITNESSETH:

W h e r e a s , the said Edison is the inventor of a process and apparatus for obtaining the gold from auriferous gravel deposits, and has recently constructed a unit of the apparatus required for the operation of said process, and has, on the ninth instant, made an agreement with Leo Salmond and others to test certain deposits in Australia and New Zealand with a view to installing the process upon a large scale, (a copy of which agreement is hereunto affixed); and

W h e r e a s , the remote location of the deposits requires that said Edison carry out his portion of the said agreement through a representative; and

W h e r e a s , the said Chapman has for the past four and one-half years been connected with the development of the said invention, and has had charge, under the direction of said Edison, of the experiments connected therewith, and has designed and constructed the said unit of apparatus required for the carrying on of the said process, and has had experience in the operation of the said process and apparatus:

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That the said Chapman shall take charge of the engineering operations set forth in the appended agreement

under the direction of said Edison; that he shall to the best of his ability and with due diligence pursue the operations outlined by said Edison, and shall be ever watchful of the interests of the said Edison in the matter in hand.

2. That the said Edison shall pay to the said Chapman out of his income, royalty or profits under the said appended agreement, or any future agreement which may be substituted therefor, one-tenth part of the gross amount or value of said income, royalty or profits, so long as the said Chapman shall satisfactorily discharge his duties in connection with the above mentioned operations. Said one-tenth portion of royalty shall be paid to said Chapman within thirty days after its receipt by said Edison.

3. It is further agreed by and between the parties hereto, that the said Chapman may enter into agreements with and receive emoluments, fees and salaries from outside parties, provided they are not detrimental to the interests of the said Edison.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Lee R. Loveman

Thos A Edison (seal)

Cloyd M. Chapman (seal)

FROM THE LABORATORY

of

THOMAS A. EDISON.

ORANGE, N. J., August 4th, 1903.

Mr. Howard Scandell,

Iona Island, New York.

Dear Sir:-

When Mr. F. R. Upton saw you he stated that there would be some delay in sending you an agreement, as Judge Elliott, who was to draw the agreement, is away. Rather than delay longer, I have decided to write you and request that you signify your acceptance of the proposal made in this letter, which will be considered an agreement between us.

I am the owner of about 195 acres situated in the Town of Stony Point, Rockland County, New York State. With this I send a description of the property, taken from the deeds. You have offered to pay One dollar ($1.00) per cord for wood cut from this land and ask that you be granted five years in which to cut the wood. I agree to the proposition with the following conditions:-

When the wood is cut you must cut it clean. While the wood is ranked near where it is cut, before moving it, you are to notify Mr. Woolcock of Cold Spring, or such party that I may designate, and he will measure up the wood. It is understood that you will not call upon Mr. Woolcock or such other party as I may designate, more than three times in a year to measure up the wood. You are to make payments before the wood is shipped, when the wood is on the dock. In case I sell the property before theexpiration of the five

years, your right to cut wood is to cease, but you are given the right to haul out for sale any wood which you may have cut when the land is sold.

I have given no rights to cut wood to any party except to Mr. Herbert, and as part of the consideration for my arrangement with you, you are to watch my interests on the property to see that the wood is not cut by others and to use reasonable diligence that the property is protected from fire. I inform you that ~~Mr. Daniel Herbert~~ we reserve ~~has been given~~ the right to cut hoop poles off the property, ~~his~~ such right to run with yours.

Kindly write your acceptance of the above.

Yours very truly,

Thos A Edison

I hereby accept the proposition contained in the foregoing letter.

Dated September 10th, 1903.

X Howard Scandell

Mr Scandell

HARRY F. MILLER FILE

1905

L. D. TELEPHONE 1147

HARRY G. WALTERS
ATTORNEY AT LAW
PRUDENTIAL BUILDING
ROOMS 512 & 515

NEWARK, N. J., Jan.11,1905

Thos. A.Edison, Esq.,

Orange, N.J.

Dear Sir:-

I enclose herewith an assignment and copy, from Thos . A Edison Jr. to Beatrice Willard of the income arising out of two contracts amounting to about $40. a week. Mrs. Willard is Mr. Edison's nurse and is still with him, and I represent her in this matter. I wish, therefore, that you would have future checks made out to Beatrice Willard, assignee, and sent to her.

Yours very truly,

Harry G. Walters

Encs.

[ENCLOSURE]

ASSIGNMENT

Thos. A. Edison Jr.

To

Beatrice Willard

Dated January 10th, 1905.

MATTHIAS PLUM, LAW BLANK PUBLISHER, NEWARK, N. J.

Assignment

Know all men by these presents, that I, Thomas A. Edison Jr, in consideration of One Dollar ($1.00), to me in hand paid by Beatrice Willard, have assigned to the said Beatrice Willard, all my right, title and interest, in and to two certain contracts entered into between Thomas A. Edison of one part, and Thomas A. Edison Jr of the other part, and which contracts yield an income of about Forty Dollars ($40.00) a week, and I direct that said income be paid to her. This assignment is made subject, however, to the following:

That it is made for the purpose of satisfying a certain debt amounting to Fifteen Hundred Dollars ($1500.) now existing between the said Thomas A. Edison Jr, and Beatrice Willard; also for the purpose of satisfying any debt which may be hereafter contracted between said parties; that all moneys

[ENCLOSURE]

received by Beatrice Willard
by virtue of said contracts shall
be applied in satisfaction of
said debt of Fifteen Hundred
Dollars ($1500) and any other
that may be hereafter con-
tracted; that upon the com-
plete satisfaction of said debts
due or to become due, this
instrument shall become
null and void.

In witness whereof I have
hereunto set my hand and
affixed my seal, in triplicate,
this tenth day of January
1905.

In the presence of:- Thomas A. Edison Jr

Harry G. Hatten

[ENCLOSURE]

State of New York } ss
County of Orange }

On this 10th day of January, 1905, before me, the subscriber, a Justice of the Peace in and for said State and County, personally appeared Thomas A. Edison Jr., to me well known, who acknowledged that he executed the foregoing assignment as his free act and deed and for the purposes and consideration therein expressed.

[illegible signature]
Justice of the Peace.

Hauppauge
Long Island
Jan - 20th 1905 -

Thomas A. Edison Esq:-

My dear Sir. — I beg to advise you that I have this day - assigned my interest in the contract - between "you and myself" dated June 8th 1903 - to my wife - "Sarah F. Stilwell" during her life time - and all checks - should here after - be drawn - payable to the order of - "Mrs Sarah F. Stilwell," Kindly acknowledge receipt - of this advice and oblige —

Yours Very - Truly -

C. J. Stilwell

Wm. H. Shelmerdine, President. W. S. Mallory, Vice-Prest. W. S. Pilling, Treasurer. Theron I. Crane, Secretary. Thomas A. Edison Gen'l Manager.

TRADE MARK Thomas A. Edison

The Edison Portland Cement Co.

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. Address, STEWARTSVILLE, N. J.

IN RE Agreement.

Dec. 18, 1905.

Mr. J. F. Randolph,
Edison Laboratory,
Orange, N. J.

Dear Sir:--

I beg to hand you herewith, agreement with The Franklin Zinc Company, enclosed with your letter of the 16th inst.

Yours very truly,

W. S. Mallory V. P.

ESB-PH

ENCLOSURE.

[ENCLOSURE]

AN AGREEMENT made this 26th day of February, nineteen hundred and one, between the FRANKLIN ZINC COMPANY, a corporation organized under the laws of the State of New Jersey, of the first part, and THOMAS A. EDISON, of the Township of West Orange, in the County of Essex and State of New Jersey, of the second part.

WHEREAS the party of the first part is the owner of the mineral rights on certain land and has an option to purchase the land, which is located in Hardyston township, Sussex County, N.J. and is known as the Kimball and Homestead farms, owned by C. and D. D. Munson, which said land is believed to contain deposits of metallic ore, including zinc ore, and is desirous that the party of second part shall make a magnetic survey of said land in order to ascertain the location of said deposits of zinc ore.

NOW THEREFORE, this agreement witnesses:

FIRST: That the party of the second part is at his own expense forthwith to cause a magnetic survey of said land to be made and a map thereof drawn, and delivered to the party of the first part, setting out the deposits of zinc ore, if any, so far as they can be ascertained by such a survey, and shall to the best of his ability indicate the place proper or places at which one or more experimental test holes, to be made by diamond drills, should be drilled, together, with the direction in which and the depth to which, the said holes should be bored. The instrument or instruments for making this magnetic survey are to be manufactured by the party of the second part at his own expense, but the amount to be paid to the skilled operator or operators, employed to make such survey, for salaries and expenses, are to be borne by the party of the first part, said amount not to exceed,

[ENCLOSURE]

however, in the aggregate, the sum of one hundred and fifty dollars; any amount to be paid for said salaries and expenses in excess of said sum of one hundred and fifty dollars, are to be borne by the party of the second part.

SECOND: That if, upon the completion of such survey, it shall seem advisable in the judgment of both the parties hereto to drill one or more experimental test holes at the place or places and in the directions, and to the depths as indicated, as aforesaid by the party of the second part; the said hole or holes are to be drilled at the expense of the party of the first part, but under the direction and supervision of the party of the second part, as to the direction and location only.

THIRD: That if the drilling of said hole or holes shall result in finding a deposit of zinc ore in the land of the party of the first part, which deposit can in the opinion of experts, be worked commercially at a profit; then the party of the first part is forthwith to pay to the party of the second part, the sum of seventy-five thousand dollars by transferring to him seventy-five hundred full paid non-assessable shares of the capital stock, of the party of the first part, of the par value of ten dollars each, in full payment for the said services of the said party of the second part.

IN WITNESS WHEREOF the said party of the first part has hereto set its corporate seal and caused these presents to be signed by its president, and the party of the second part has hereto set his hand and seal, in duplicate the day and year first above written.

Signed, Sealed and delivered in the presence of

Calvin T. Freid

Wm. Malloy

Wm. S. Edwards
Prest. Franklin Zinc Co.

Thos A Edison

HARRY F. MILLER FILE

1906

Cable Address "Edison, New York."

From the Laboratory
of
Thomas A. Edison.

Subject, ______________ Orange, N.J. Jan. 27, 1906.

Mrs. E. B. Plummer,

Llewellyn Park,

West Orange, N. J.

Dear Madam:

I beg to advise you that on April 25, 1906 I intend to pay off the Mortgage for $4500.00, held by Mary G. Dart and yourself in favor of Mr. Thomas A. Edison Jr.

Will you kindly advise me at what time and place I can meet you or your attorney on April 25, 1906, to make payment and obtain the original mortgage and assignment with the satisfaction thereof endorsed thereon, and greatly oblige,

Yours truly,

Thomas A. Edison

Make 2 Checks as follows—

Mtge $4,500— 6%— 6 mos int $135— Total $4635.—

E B Plummer $2,850.— Int 93.— $2,943—

M G Dart $1,650.— Int 42.— $1692.— $4,635.—

ARTICLES OF AGREEMENT made this twenty-first day of February, 1906, between Thomas A. Edison of Llewellyn Park, Essex County, New Jersey, of the first part, and Charles H. Lewis (for himself and as the surviving assignee of William McMahon of Rahway, Union County, New Jersey) and Francis W. Jacobs, both of Boston, Massachusetts, of the second part, WITNESSETH:

WHEREAS, by an agreement between the said Edison, Lewis, Jacobs and McMahon, dated September 2nd, 1879, and recorded in the United States Patent Office, February 18th, 1889, Liber U-38, page 483, the said Edison granted a personal license to said Lewis, Jacobs and McMahon, to manufacture and sell a certain new medicinal preparation called "Polyform" for which an application for Letters Patent was filed September 8th, 1879, but was later abandoned, the consideration for the said license being Five Thousand Dollars ($5,000.) in cash, and "five per cent of the net profits arising from the manufacture, sale or disposal in any manner of the said Polyform", and

WHEREAS efforts were made by the said Lewis, Jacobs and McMahon (trading under the name and style of the Menlo Park Manufacturing Company) to manufacture and sell the said Polyform, for which purpose a trade-mark was adopted, employing the name and portrait of said Edison and the said preparation was marketed under the name of Edison Polyform; but the business in question proved unprofitable and was abandoned in or about the year 1880, and

WHEREAS an attempt was made to revive the business of the Menlo Park Manufacturing Company by organizing a corporation under the laws of the State of Maine, called the Edison Polyform Company, to which the said Lewis, Jacobs and McMahon undertook to assign the said personal license granted them by the said Edison by an instrument in writing made the 30th day of March 1887, and recorded in the United States Patent Office con-

currently with the agreement first above referred to. Immediately after the attempt was made to again market the said Edison Polyform, the said Edison Polyform Company was advised by said Edison that he objected to the use of his name and protrait for advertising purposes, and said advertisments were thereupon discontinued, and no further efforts were made by the Edison Polyform Company to manufacture or sell, or otherwise dispose of the said medicinal preparation, and

WHEREAS a New Jersey corporation, called the Edison Polyform & Manufacturing Company, now threatens to market and sell Edison Polyform on an extensive scale, and to use the name and protrait of said Edison in connection therewith, against the express desire and protest of said Edison. Said Edison has brought suit in the Court of Chancery of New Jersey against the said Edison Polyform & Manufacturing Company, and sought an injunction to prevent the said company from using the name "Edison" in its corporate title or in connection with its business, or in any advertisements circulated or published by it; and said Edison Polyform & Manufacturing Company has alleged in defense of said suit that it is the assignee of the business good-will and trade-marks of and in connection with thesaid Edison Polyform by reas n of an assignment from the said Edison Polyform Company, and

WHEREAS said Jacobs and Lewis, parties of the second part, have represented to said Edison that they will re-assign to said Edison their entire right, title and interest in and to the said license granted to them as aforesaid, and can obtain and procure satisfactory proof that the alleged title of k the Edison Polyform & Manufacturing Company is fraudulent and void, and is based upon the surreptitious appropriation of the books and papers of the Edison Polyform Company by one Wilbur L.Beaty, who appears as one of the incorporators of said Edison Polyform & Manufacturing

Company, and the principal stockholder thereof; and

WHEREAS the said Edison desires to secure the services and co-operation of said Lewis and Jacobs in the prosexution of his said suit against the Edison Polyform & Manufacturing Company, to which end he stands ready to reimburse the said Lewis and Jacobs to the full amount of the original investment in the Edison Polyform, to wit: the sum of Five Thousand Dollars, ($5,000.) conditioned, however, upon their surrendering to said Edison the entire title to the Edison Polyform, and the trade-mark rights appertaining to the same.

NOW, THEREFORE, for and in consideration of the sum of one dollar paid by each of the parties hereto to the other party, receipt of which is hereby acknowledged and of the mutual covenants hereinafter expressed, the parties have agreed as follows:-

(1) The said Lewis and Jacobs, each for himself and the said Lewis as the surviving assignee of the said McMahon, hereby covenant and agree to assist the said Edison in every reasonable way in the prosecution of said suit, to make a diligent search for and deliver to said Edison all papers and other documents relating to the issues there involved, which they may have in their possession or may be abke to obtain, and to make reasonable efforts to obtain from said Beaty, the books and papers of the Edison Polyform Company of Maine, surreptitiously acquired by him as aforesaid.

(2) The said Lewis and Jacobs individually, and the said Lewis as the surviving assignee of said McMahon, hereby agree to assign, sell, release, transfer and convey, and by these presents have assigned, sold released, transferred and conveyed unto the said Edison, his heirs and assigns, their entire right, title and interest in and to said medicinal preparation

called "Polyform" together with all trade-mark rights appertaining to the same.

(3) If it is finally decided in said suit that the said Edison Polyform Company of Maine acquired any rights under or to said invention, or under or to any trade-marks or trade-names in connection therewith, then and in that event the said Jacobs and Lewis individually, and the said Lewis as the surviving assignee of said McMahon also covenant and agree with said Edison to endeavor to obtain as soon as possible after said final decision, an assignment to said Edison from said Edison Polyform Company, of all of its rights in and to the Edison Polyform and in and to any trade-marks appertaining to the same.

(4) The said Edison hereby and by these presents agrees to pay to the said Lewis and Jacobs, the sum of Two Thousand Dollars ($2,000.) in cash, upon the execution of this agreement, said sum being in partial reimbursement, as herein contemplated, of the amount originally paid to him by said Jacobs, Lewis and McMahon. It is, however, mutually understood and agreed by and between the parties hereto that the remaining sum of ThreeThousand Dollars ($3,000.) shall be due and payable by said Edison to said Lewis and Jacobs, their personal representatives and assigns when, and only in case, a final decree is entered in favor of said Edison, enjoining the said Edison Polyform & Manufacturing Company from using the name "Edison" in its corporate title, and in connection with its business, and in any advertisements circulated or published by it. <u>And provided,</u> in addition thereto (in case the Court holds that the Edison Polyform Company of Maine obtained a valid assignment of said Edison Polyform) that the said Lewis and Jacobs shall procure and deliver a re-assignment from the Edison Polyform Company of Maine to said Edison, as provided in paragraph 3 hereof, of any rights in and to Edison Polyform and trade-marks

appertaining to the same; and also provided, it be finally decided in said suit that no lawful and valid transfer of such rights was made from said Edison Polyform Company of Maine to the Edison Polyform & Manufacturing Company of New Jersey; and said Edison undertakes to prosecute said suit to a final decree.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate by signing and sealing the same this day and year first above written.

Thomas A. Edison

Charles H Lewis

Francis W. Jacobs

Witness the signature of Thomas A.Edison.

Frederich P. Ott,

Witness the signature of Charles H.Lewis.

A L. Edwards

Witness the signature of Francis W.Jacobs.

A L. Edwards

No. 256 — $800.—

THE PRESIDENT AND DIRECTORS OF THE

Insurance Company of North America,

STOCK COMPANY

FOUNDED, A.D. 1792.

PHILADELPHIA.

INCORPORATED A.D. 1794.

CAPITAL STOCK PAID UP, $3,000,000.

In Consideration of the Stipulations herein named and of Five 00/100 Dollars **Premium**
Does Insure Thomas A. Edison *for the term of* Three years
from the Ninth *day of* July 1906, *at noon, to the* Ninth *day of* July 1909, *at noon,*
against all direct loss or damage by fire, except as hereinafter provided,
To an amount not exceeding Eight Hundred *Dollars,*
to the following described property while located and contained as described herein, and not elsewhere, to wit:

[FILMED IN SECTIONS]

1
2

Policy Form No. 2—D.

DWELLING AND HOUSEHOLD FURNITURE.

INSURANCE CO. OF NORTH AMERICA — FOUNDED, A.D. 1792 — THE OLDEST STOCK INSURANCE CO. in AMERICA.

DWELLING. *The sum of* Seven Hundred DOLLARS
On DWELLING-HOUSE, consisting of a 1½ *Story* Brick *Building with* shingle *Roof, its Additions (if any) adjoining and communicating, including Foundations, Porches, Verandas, Storm-Doors and Windows, Screens and Awnings; Plumbing and Stationary Heating Apparatus; Plate, Stained and Ornamental Glass in Doors and Windows; Wall and Ceiling Decorations; Gas or Electric Light Fixtures; and all other Fixtures belonging to or constituting a permanent part of said Dwelling-House; occupied, and only while occupied, as a private Dwelling, situated as follows:*
On the west side of Seminary St, Milan, O.

FURNITURE, ETC. *The sum of* One Hundred DOLLARS
On HOUSEHOLD and KITCHEN FURNITURE, useful and ornamental, such as Beds, Bedding, Linen, Carpets and Rugs; Crockery, China and Glass-Ware; Silver and Plated Ware; Statuary and Works of Art or Bric-a-Brac; Printed Books and Music; Musical Instruments; Engravings, Pictures and Mirrors, with their Frames—in case of loss, no one to be valued at more than cost; all Kitchen Utensils, Stoves, Trunks, Valises, Bicycles, Tricycles, Sewing Machines, Umbrellas, Canes, Fire Arms, Tools and Implements; to include also Watches and Jewelry and Family Wearing Apparel, together with materials for making articles for household and personal use; also Fuel and other Family Stores and Supplies; all while, and only while, contained in the said Dwelling-House.

Other concurrent Insurance Permitted to the amount of $ None

LIGHTNING CLAUSE.—This Policy shall cover any direct loss or damage caused by Lightning, (meaning thereby the commonly accepted use of the term Lightning, and in no case to include loss or damage by cyclone, tornado or wind-storm,) not exceeding the sum insured, nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this Policy. *Provided*, however, if there shall be any other insurance on said property this Company hall be liable only pro rata with such other insurance for any direct loss by Lightning, whether such other insurance be against direct loss by Lightning or not. **(Lightning Clause to be inoperative and void when this [illegible] attached to a Tornado Policy.)**

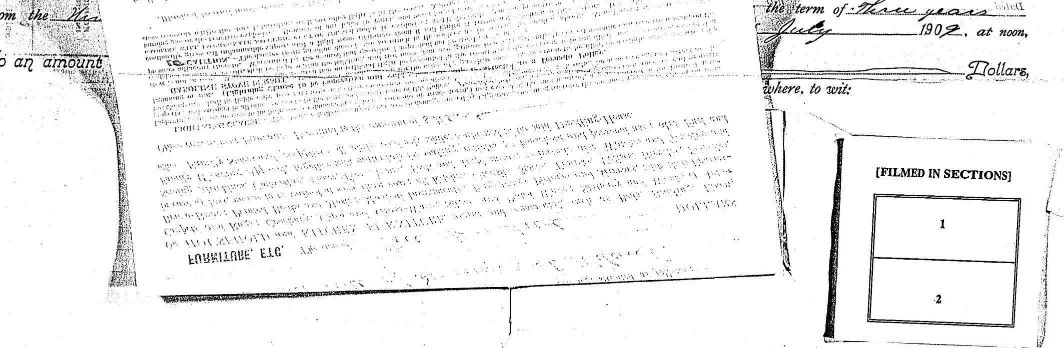
GASOLINE STOVE PERMIT.—[illegible] for the using of a gasoline stove; the reservoir to be filled by daylight only, and when the stove is not in use. Warranted by the assured that no artificial light be permitted in the room when the reservoir is being filled, and no gasoline, except that contained [illegible] reservoir, shall be kept within the building, and not more than five gallons in a tight and entirely closed metallic can, free from leak, on the premises adjacent thereto. Warranted by the assured that gasoline lamps shall not be used on the premises.

CAUTION.—The danger from gasoline stoves is not so much in themselves as in having the gasoline about. At ordinary temperature gasoline continually gives off inflammable vapor, and a light some distance from it will ignite it through the medium of this vapor. It is said that ONE PINT OF GASOLINE WILL IMPREGNATE 200 CUBIC FEET OF AIR, and make it explosive; and it depends upon the proportions of air and vapor whether it becomes a burning gas or destructive explosive. Beware of any leaks in cans, and never forget how dangerous a material you are handling. Never attempt to fill the stove reservoir while the stove is burning, or if any other light is in the room. A little carelessness may hazard your LIFE as well as property.

Attached to and made a part of Policy No. 256 *issued at the* Milan, O. *Agency of the INSURANCE COMPANY of NORTH AMERICA, of the City of Philadelphia, Pa., on the* 9th *day of* July 1906. *Countersigned by* C. E. Gorr *Agent for this Company.*

1 This company shall not b
2 depreciation however caused, and
3 they differ, then by appraisers,
4 estimate, and satisfactory proof c
5 and also to repair, rebuild, or rep
6 no abandonment to this compan
7 This entire policy shall be
8 fact or circumstance concerning
9 truly stated herein; or in case of
10 the subject thereof, whether before
11 This entire policy, unless
12 sured now has or shall hereafter
13 in whole or in part by this polic
14 or in part at night later than ten
15 increased by any means within
16 repairing the within described pre
17 than unconditional and sole own
18 fee-simple; or if the subject of in
19 the knowledge of the insured, fo
20 policy by virtue of any mortgage or

ing to such actual cash value, with proper deduction for 1
te shall be made by the insured and this company, or, if 2
ll be payable sixty days after due notice, ascertainment, 3
rt, of the articles at such ascertained or appraised value, 4
herein required, of its intention so to do; but there can be 5
6
to require removal to a place of safety, and is so removed, 60
the value of property remaining in the original location, shall, 61
new location; if removed to more than one location, such 62
oportion that the value in any one such new location bears 63
in any case of removal, whether to one or more locations, be 64
bear to the total insurance on the whole property at the time 65
66
oss thereby in writing to this company, protect the property 67
naged personal property, put it in the best possible order, 68
cost of each article and the amount claimed thereon; and, 69
ing by this company, shall render a statement to this com- 70
nd belief of the insured as to the time and origin of the fire; 71
sh value of each item thereof and the amount of loss thereon; 72
covering any of said property; and a copy of all the descrip- 73
ccupation, location, possession, or exposures of said property 74
building herein described and the several parts thereof were 75
[illegible] specifications of any building, fixtures, or 76



1 This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for 1
2 depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if 2
3 they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment, 3
4 estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value, 4
5 and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time, on giving notice within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be 5
6 no abandonment to this company of the property described. 6

7 This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material
8 fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not
9 truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or
10 the subject thereof, whether before or after a loss.
11 This entire policy, unless otherwise provided by agreement indorsed hereon or added hereto, shall be void if the in-
12 sured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered
13 in whole or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole
14 or in part at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be
15 increased by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering, or
16 repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other
17 than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in
18 fee-simple; or if the subject of insurance be personal property and be or become incumbered by a chattel mortgage; or if, with
19 the knowledge of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this
20 policy by virtue of any mortgage or trust deed; or if any change, other than by the death of an insured, take place in the in-
21 terest, title, or possession of the subject of insurance (except change of occupants without increase of hazard) whether by legal
22 process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating
23 gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or
24 manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzine, benzole,
25 dynamite, ether, fireworks, gasoline, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine
26 or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United
27 States standard (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels,
28 provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building
29 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for
30 ten days.
31 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo-
32 tion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all rea-
33 sonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring
34 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but
35 liability for direct damage by lightning may be assumed by specific agreement hereon.
36 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents
37 shall immediately cease.
38 This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities;
39 nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements,
40 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture,
41 tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance
42 or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor
43 for any greater proportion of the value of plate glass, frescoes and decorations than that which this policy shall bear to the whole
44 insurance on the building described.
45 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and
46 a warranty by the insured.
47 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this
48 company.
49 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed
50 term, provided that any increase of hazard must be made known to this company at the time of renewal, or this policy shall be void.
51 This policy shall be cancelled at any time at the request of the insured; or by the company by giving five days' notice of
52 such cancellation. If this policy shall be cancelled as hereinbefore provided, or become void or cease, the premium having been
53 actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the cus-
54 tomary short rate; except that when this policy is cancelled by this company by giving notice it shall retain only the *pro rata*
55 premium.
56 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or
57 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the condi-
58 tions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such
59 interest as shall be written upon, attached, or appended hereto.

If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed, 60
that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall, 61
for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such 62
excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears 63
to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be 64
liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time 65
of fire, whether the same cover in new location or not. 66
If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property 67
from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, 68
make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and, 69
within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this com- 70
pany, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire; 71
the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon; 72
all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descrip- 73
tions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property 74
since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were 75
occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or 76
machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not inter- 77
ested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has 78
examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary 79
public shall certify. 80
The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property 81
herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, 82
as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies 83
thereof, if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall 84
permit extracts and copies thereof to be made. 85
In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent 86
and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent 87
and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and 88
damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine 89
the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the 90
expenses of the appraisal and umpire. 91
This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any 92
requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss 93
shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein 94
required have been received by this company, including an award by appraisers when appraisal has been required. 95
This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for 96
loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole 97
insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application 98
of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by 99
agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed 100
hereon. 101
If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or munic- 102
ipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the 103
insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such 104
payment. 105
No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after 106
full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire. 107
Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and 108
wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage." 109
If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization, 110
membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may 111
be written or printed upon, attached, or appended hereto. 112

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto, and no officer, agent, or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement endorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached

In Witness Whereof, the said **INSURANCE COMPANY OF NORTH AMERICA,** of **PHILADELPHIA, PA.,** has caused this policy to be signed by the President and attested by its Secretary at their office in the **CITY OF PHILADELPHIA, PENN'A.** This policy shall not be valid until countersigned by the duly authorized Agent (or Agents) of the Company at Milan, Ohio.

ATTEST:

Secretary.

President.

Countersigned at above named Agency, this Ninth day of July 190G, C. E. Gove Agent

HARRY F. MILLER FILE

1907

ASSIGNMENT and RELEASE

made by

WILLIAM H. SHELMERDINE

to

THOMAS A. EDISON

ASSIGNMENT AND RELEASE

made by

WILLIAM H. SHELMERDINE to THOMAS A. EDISON.

WHEREAS THOMAS A. EDISON of Llewellyn Park, New Jersey, by an agreement dated on the 29th day of March, 1899 (a copy of which agreement is annexed hereto as Schedule A') assigned to WILLIAM H. SHELMERDINE of Philadelphia, Pennsylvania, and William S. Pilling and Theron I. Crane a one-quarter interest in certain inventions of said Thomas A. Edison, and in patents secured and to be secured for the same, and

WHEREAS the said William S. Pilling and Theron I. Crane did assign and transfer to said Shelmerdine their respective shares in the said one-quarter interest whereby said Shelmerdine became the sole owner of the entire one-quarter interest aforesaid, and

WHEREAS by an agreement dated the 1st day of May, 1903, by and between said Shelmerdine and the said Edison, the said Shelmerdine did assign and transfer to said Edison, his heirs, executors, administrators and assigns, for and in consideration of the sum of nine thousand, six hundred and ninety-one dollars and fifty-five cents ($9,691.55) an undivided one-tenth part or share in said one-quarter interest in said inventions and patents and in and to said agreement of March 29th, 1899, the said agreement of May 1st, 1903 being signed and sealed by William S. Pilling and Theron I. Crane, in token of their assent to the same, and

WHEREAS by an agreement dated the 26th day of October, 1905, by and between said Shelmerdine and the

said Edison, the said Shelmerdine did agree to sell to said Edison, at any time within four years from the date thereof, and said Edison did agree to purchase from said Shelmerdine at any time within four years from the date thereof, for the sum of eighty-seven thousand, two hundred and twenty-three dollars and ninety-seven cents($87,223.97) with interest at four per cent per annum, from May 1, 1903, the entire right, title and interest owned by said Shelmerdine in said agreement of March 29th, 1899,and in and to the inventions, patents and applications therein referred to; being the entire right, title and interest originally assigned to said Shelmerdine, Pilling and Crane, by the said agreement, dated March 29th, 1899,less a one-tenth interest therein re-assigned by said Shelmerdine to said Edison by said Agreement of May 1, 1903, and

WHEREAS by the said agreement of October 26, 1905, said Shelmerdine did agree, on receipt of the sum of eighty-seven thousand, two hundred and twenty-three dollars and ninety-seven cents ($87,223.97) with interest at four per cent per annum from May 1, 1903 from said Edison, to execute and deliver to said Edison an assignment and release (assented to by said Pilling and Crane) assigning and transferring to said Edison the entire right, title and interest in and to the said agreement of March 29th, 1899, and in and to the inventions,patents and applications therein recited, as originally conveyed to said Shelmerdine, Pilling and Crane, except as said interests may have been reduced by the said agreement of May 1, 1903.

NOW THEREFORE, I, William H. Shelmerdine,for and in consideration of the sum of one dollar, to me in hand paid

by Thomas A. Edison, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, have assigned and transferred and by these presents do assign and transfer to said Edison, his heirs, executors, administrators and assigns, my entire right, title and interest in and to the said agreement of March 29th, 1899, and the inventions, patents and applications therein referred to; being the entire right, title and interest originally assigned by said Edison to said Shelmerdine, Pilling and Crane by the said agreement of March 29th, 1899, less a one-tenth interest therein, reassigned by the said Shelmerdine to the said Edison by the said agreement of May 1, 1903, and

I, William H. Shelmerdine, for and in consideration of the sum of one dollar, to me in hand paid by the said Edison, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, for myself, my heirs, executors, administrators and assigns, have released, remised and forever discharged and do release, remise and forever discharge the said Edison, his heirs, executors, administrators and assigns of and from all manner of action, causes of action, suits, debts, contracts and claims whatsoever in law or in equity which I now have or I, my heirs, executors, administrators and assigns, hereafter can, shall or may have, for, upon, or in any manner connected with, or growing out of the said agreement of March 29th, 1899,(a copy whereof is annexed hereto and marked Schedule A'), and the inventions, patents and applications referred to therein, from the beginning of the world to the day of the date of these presents.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal at Philadelphia this 26th day of March 1907.

In presence of:

James M Gregg   W. H. Shelmerdine

State of Pennsylvania
ss:
County of Philadelphia

On this 26th day of March in the year of our Lord, one thousand nine hundred and seven, before me personally appeared William H. Shelmerdine, to me personally known and known to me to be the person described in and who executed the foregoing assignment and the foregoing release and he acknowledged to me that he executed the same as and for the purposes therein set forth.

Saml. J. Fischer

NOTARY PUBLIC,
Commission expires Jan'y 22, 1911.

We, William S. Pilling and Theron I. Crane, being the parties of the same names who are referred to in an agreement dated March 29th, 1899 (a copy of which agreement is hereto annexed and marked Schedule A') have consented and do consent to the foregoing assignment and release made by William H. Shelmerdine to Thomas A. Edison.

IN TESTIMONY WHEREOF we have hereunto set our hands and affixed our seals at this 27th day of March, 1907.

In presence of:

Winfield J. Walker — William S. Pilling

J. W. Gregg — Theron I. Crane

Schedule A'.

AGREEMENT made this twenty ninth (29) day of March A.D., between THOMAS A. EDISON, of Orange, New Jersey, party of the first part; and WILLIAM H. SHELMERDINE, WILLIAM S. PILLING, and THERON I. CRANE, all of Philadelphia, Pennsylvania, parties of the second part.

WHEREAS, the party of the first part is now experimenting on certain inventions, novel devices, and improvements classified as follows:

A. Improvements in a process for grinding and screening coal, and applying coal dust for fuel for steam boilers, and in metallurgical processes.

B. A process for crushing, sizing and concentrating of coal to eliminate the impurities therein contained.

C. Improvements in the re-heating of Compressed Air, and its application to power vehicles, and other applications of Compressed Air.

AND WHEREAS, the party of the first part is willing to sell, and the parties of the second part desire to buy various interests in the above named inventions in the proportion and on the terms hereinafter mentioned;

NOW THIS AGREEMENT WITNESSETH:

1. That the party of the first part for and in consideration of the covenants hereinafter made as to payments by the parties of the second part, and the sum of One Dollar to him in hand well and truly paid, the receipt whereof is hereby acknowledged, doth hereby covenant and agree to sell to the parties of the sedond part, and to con-

vey, assign, and transfer by proper deeds of assignment interests as follows:

IN CLASS A, 12 1/2% to William H. Shelmerdine, his executors, administrators and assigns:

6 1/4% to William S. Pilling, his exacutors , administrators and assigns;

6 1/4% to Theron I. Crane, his executors, administrators and assigns.

Said interests so conveyed to constitute and cover one-quarter of all the right, title and interest of the said Thomas A. Edison in Letters Patent of the United States which may be obtained on the process for crushing and screening coal to dust and burning the same, of which the said Thomas A. Edison will be the sole owner, and a license covering the use for this purpose (use for cement by the Edison Portland Cement Company, or its assigns alone being excepted) under application for Letters Patent filed March 17, 1899, Serial No. 709447, covering processes and apparatus for screening and sizing fine material; and also one-quarter interest of the said Thomas A. Edison divided among the parties of the second part in the proportions hereinbefore stated in any foreign patents which the said Thomas A. Edison may take on the process for crushing and screening coal to dust and burning the same, of which the said Thomas A. Edison is or will be the sole owner.

IN CLASS B, 12 1/2% to William H. Shelmerdine, his executors, administrators and assigns;

6 1/4% to William S. Pilling, his executors, administrators and assigns;

6 1/4% to Theron I. Crane, his executors, administrators and assigns.

Said interest so conveyed to constitute and cover

one-quarter of all the right, title and interest of the said Thomas A. Edison in Letters Patent of the United States which may be obtained on the process of crushing, screening and benefication of coal by elimination of impurities, of which the said Thomas A. Edison will be the sole owner, and a license for the above purpose under application for Letters Patent filed March 17, 1899,Serial No. 709447 as aforesaid; and also a one-quarter interest of the said Thomas A. Edison divided among the parties of the second part in the proportions hereinbefore stated in any foreign patents which the said Thomas A. Edison may take on the processes for crushing, sizing and concentrating of coal to eliminate the impurities therein contained, of which the said Thomas A. Edison is or will be the sole owner.

IN CLASS C, 12 1/2% to William H. Shelmerdine, his executors, administrators and assigns:

6 1/4% to William S. Pilling, his executors, administrators and assigns:

6 1/4% to Theron I. Crane, his executors, administrators and assigns.

Said interest so conveyed to constitute and cover one-quarter of all the right, title and interest of the said Thomas A. Edison in the improvements in the re-heating of Compressed Air in the United States and foreign countries for which application for Letters Patent in the United States was filed February 27, 1899, Serial No. 706976, covering method of and apparatus for re-heating Compressed Air for industrial purposes, and applications for patents made in the following foreign countries: Great Britain, France, Germany, Hungary, Sweden, Denmark, Spain, Victoria, New SouthWales, Canada,Austria, Russia,

Belgium and Italy, of which the said Thomas A. Edison is sole owner in all the countries enumerated, but it is distinctly understood that an agreement has been made in respect to the United States and English patents for the reheater by which a transfer of the rights under such application in the United States and England only is to be made to a company to be known as the Edison-Saunders Compressed Air Company (a copy of the said agreement is hereto annexed), and it is further understood that one-quarter of the stock received by the said Thomas A. Edison under such agreement will belong to the parties of the second part in the proportions hereinbefore named, and be transferred to the parties of the seond part by the said Thomas A. Edison

2. And the said party of the first part further agrees that he will from time to time as additional Letters Patent, either foreign or domestic are granted upon the various applications already pending, as well as in all applications hereafter to be made covering all improvements, modifications, designs, devices, appliances and apparatus relating to said inventions, their uses and practical applications and utilizations, sign, execute and deliver proper deeds of assignment to the said parties of the second part, their executors, administrators and assigns for interests therein, and in the proportions above stated in said Classes A. B. & C. respectively; and further that the said Thomas A. Edison will sign all necessary transfers or powers of attorney to transfer certificates of stock in the Edison-Saunders Compressed Air Company, or all other necessary papers to vest in said parties of the second part, complete and perfect title to the interests so sold, as well as in all improvements made or to be made by him

arising from the expenditure of the additional sum of money not exceeding Fifteen thousand dollars ($15,000.) hereinafter mentioned.

3. And the parties of the second part, for and in consideration of the forgoing covenants, agree to pay to the party of the first part as purchase money for the foregoing interests in said inventions described in Classes A. B. C. as well as in the stock of the Edison-Saunders Compressed Air Company, the sum of Seventy-five thousand Dollars ($75,000.) in the following manner:

Twenty-five thousand dollars ($25,000.) upon the execution and delivery of this agreement;

Twenty-five thousand dollars ($25,000.) at the expiration of one month thereafter; and,

Twenty-five thousand dollars ($25,000.) at the expiration of two months thereafter.

4. And the parties of the second part hereby further covenant and agree that they will furnish as called for by the party of the first part, from time to time, sums additional to the said sum of Seventy-five thousand dollars ($75,000.) not exceeding the total of Fifteen thousand dollars ($15,000.) for expenditures to be made by the party of the first part in experimenting, and in making, and in equipping and perfecting appliances, devices and apparatus in proportion of the said inventions. Thereafter, if further experiments are necessary, the expenses (the amount of which shall be mutually agreed upon) shall be borne by each party in proportion to their interests; and should the parties hereto fail to reach an agreement as to amount, then the party of the first part shall have the right to continue the experiments at his own expense, and

after stating the amount thereof ~~in~~ give to the parties of the second part the option of contributing proportionally thereto, and on the refusal of the parties of the second part to so contribute, then the results which can fairly be attributed to the sole expenditures of the party of the first part shall be his sole property, without right of the parties of the second part to share therein.

5. It is understood that the sales of interests in Classes A and B are of a total of a one-quarter of the present interest of the said Thomas A. Edison in the said inventions and devices, subject to whatever sales and contracts he had already made abroad.

6. This agreement to be binding on the heirs, executors and administrators of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 29th day of March, A.D., 1899.

Witnesses:

W. S. Mallory	Thomas A. Edison	(Seal)
James M. Gregg	W. H. Shelmerdine	(Seal)
Geo. C. Hagner	Wm. S. Pilling	(Seal)
Louis B. Ashbrook	Theron I. Crane	(Seal)

RELEASE

****

Francis W. Jacobs

to

Thomas A. Edison

****

Dated September 20, 1907.

****

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, GREETING:

WHEREAS by an agreement made the twenty-first day of February, Nineteen Hundred and Six, between Thomas A. Edison of Llewellyn Park, Essex County, New Jersey, of the first part and Charles H. Lewis (for himself, and as the surviving assignee of William McMahon of Rahway, Union County, New Jersey) and Francis W. Jacobs of Boston, Massachusetts, of the second part, the said Edison agreed to pay to the said Lewis and Jacobs the sum of Five Thousand Dollars, Two Thousand Dollars of which was paid in cash on the execution of the said agreement and the remaining sum of Three Thousand Dollars to be paid in consideration of certain undertakings and services to be performed by the said Lewis and Jacobs in said agreement specifically set forth, in connection with the prosecution of the suit of the said Edison in the New Jersey Court of Chancery against the Edison Polyform and Manufacturing Company.

AND WHEREAS the said suit of the said Edison against the said Edison Polyform and Manufacturing Company has been prosecuted to a successful conclusion by the said Edison and the final decree has been entered in favor of said Edison, enjoining the said Edison Polyform and Manufacturing Company from using the name Edison in its corporate title and in connection with its business and in any advertisement, circulated or published by it,

AND WHEREAS the said Edison has paid to the said Lewis and Jacobs the sums of money in said agreement of February twenty-first, Nineteen Hundred and Six, mentioned and set forth in accordance with the terms thereof.

NOW THEREFORE know ye that I, Francis W. Jacobs, of the City of Boston, Massachusetts, for and in consideration of the sum of One Dollar, lawful money of the United States of America and other valuable considerations, to me in hand paid by Thomas A. Edison of Llewellyn Park, Essex County, New Jersey, have remised, released and forever discharged and by these presents do for myself, my heirs, executors and administrators, remise, release and forever discharge the said Thomas A. Edison, his heirs, executors and administrators, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which against the said Thomas A. Edison, I ever had, now have or which I, my heirs, executors or administrators, hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these Presents, and in particular for, upon or by reason of any matter, cause or thing whatsoever, arising from or by virtue of the said agreement made the twenty-first day of February, Nineteen Hundred and Six, between the said Thomas A. Edison of the first part and the said Charles H. Lewis and Francis W. Jacobs, of the second part, which said agreement by these presents is hereby cancelled and made void.

IN WITNESS WHEREOF, I, Francis W. Jacobs, by Henry H. Abbott, of the firm of Breed, Abbott & Morgan, of New York City, my duly authorized attorney, have hereunto set

my hand and seal, the 20th day of September, in the year of Our Lord One Thousand Nine Hundred and Seven.

Signed Sealed and Delivered)
in the presence of)

Francis W. Jacobs
by Henry H. Abbott
his attorney in fact

State of New York)
)ss:
County of New York)

BE IT REMEMBERED, That on this 20th day of September, in the year of Our Lord One Thousand Nine Hundred and Seven, before me, the subscriber, personally appeared Henry H. Abbott, of the firm of Breed, Abbott & Morgan, who being by me duly sworn on his oath, did depose and say that he is the duly authorized Attorney of Francis W. Jacobs in the within Deed of Release mentioned, for the execution of the said Deed of Release on behalf of the said Francis W. Jacobs and he did thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the said Francis W. Jacobs for the uses and purposes therein expressed.

Sworn to and Subscribed before me
this 20th day of
September, 1907.

James McD Breed
NOTARY PUBLIC
NEW YORK COUNTY.

Henry H. Abbott

New York, August 5th, 1907.

I, FRANCIS W. JACOBS, hereby authorize and empower HENRY H. ABBOTT or the firm of BREED, ABBOTT & MORGAN to collect for me my one-half interest in the proceeds to be paid by Thomas A. Edison for the release of my interest in Edison Polyform, and to give a good and valid receipt therefor on my behalf.

Francis W. Jacobs

HARRY F. MILLER FILE

1908

4/29/08

Harry Miller -

Draw up a Regular Loan Sheet & Loan Hunter

three hundred dollars

Six months 5% —

Jay E

[ON BACK OF PRECEDING PAGE]

[Exu52]

10/28/13

Received Certificates

E P Cement Co. Stock

#600 – 15 shares

677 5 "

717 10 "

Emil Hertel

AN AGREEMENT, made this 4th day of May, 1908, by and between Thomas A. Edison, (hereinafter called the "vendor"), of the first part, and The North Jersey Paint Company, a corporation organized under the laws of the State of New Jersey, (hereinafter called the "company"), of the second part.

WHEREAS, the vendor is the owner of the property and rights hereinafter described; and

WHEREAS the board of directors of the company have ascertained, adjudged and declared that the said property and rights are of the fair value of eight thousand dollars ($8000.), and that the asquisition thereof is necessary for the business of the company and to carry out its contemplated objects:

NOW, THEREFORE, this agreement witnesseth:

I, That the vendor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over unto the company, its successors and assigns, all his right, title and interest in and to the following described property, to wit:

The pending applications for patents and trade marks covering methods for making water-proof paints, numbered as follows:

Waterproofing Paints for Portland Cement Buildings, filed Feb. 6, 1908, Serial No. 414,575

Waterproofing Fibres and Fabrics, filed June 1, 1908, Serial No. 436,104

Waterproofing Paint for Portland Cement Structures, filed June 1, 1908, Serial No. 436, 105

OO. The company hereby agrees, in consideration

of the said sale and upon the delivery of said property to it, to issue to the vendor as hereinafter provided, and to such nominees as the vendor shall in writing hereafter direct, at such times and in such amounts as they shall respectively direct, certificates of stock of the company to the aggregate amount of eighty shares, and said shares shall be deemed to be and are hereby declared to be full-paid shares and not liable to any further call and the holders of such stock shall not be liable to any further payment thereon.

IV. The delivery of the certificate for said shares to the vendor and his receipt for the same shall be a full discharge of each of the parties hereto to the extent thereof.

III. Said stock shall be issued as follows:

To the vendor eighty shares

V. The vendor hereby covenants and agrees with the company, upon the request and at the cost of the company, to execure and do all such further assurances and things as shall be reasonable be required by the company for vesting in it the property and rights agreed to be hereby sold, and giving to it the full benefit of this agreement.

WITNESS the hand and seal of the vendor and the corporate seal of the company, attested by the signatures of its officers thereunto duly authorized, the day and year first above written.

In presence of :-

Thomas A. Edison

(SEAL)

ATTEST: W. H. Mason
Secretary

The North Jersey Paint Company,
By W. S. Mallory
President.

MEMBERS OF THE STOCK EXCHANGES OF NEW YORK & PHILADELPHIA

E. C. MILLER & CO.

E. CLARENCE MILLER
WILLIAM GRANGE

BANKERS & BROKERS

314 CHESTNUT STREET

JUN 13 - 1908

PHILADELPHIA June 2nd-08.

Mr. Thos. A. Edison,

Orange,

N. J.

Miller — I am to loan him $10,000 for 6 months on his putting up Cement bonds at 60, including the stock both preferred & common which he gets for his coupons 1 pref'd & 2 Com — this goes with the bonds — This makes about 17 bonds + the stock

My Dear Mr. Edison;-

Many thanks for your kind favor of yesterday. I would greatly appreciate your kindness if you will let me know as soon as you hear from the Storage Battery bonds, as I think I can arrange for $15,000 of them. We delivered Mr. Mallory to-day the unpaid coupons on our bonds and I will be glad to avail myself of your kindness and arrange with you for the $10,000 on June 10th for six months on the basis you propose, substituting the new stock received in place of the overdue coupons.

TAE

Very sincerely yours,
E. Clarence Miller

~~I cannot find [illegible] and your letter [illegible] is [illegible]~~

MEMBERS OF THE STOCK EXCHANGES OF NEW YORK & PHILADELPHIA

E.C. MILLER & CO.

BANKERS & BROKERS

314 CHESTNUT STREET

E. CLARENCE MILLER
WILLIAM GRANGE

Recd. & Ans. JUN 11 1908

PHILADELPHIA June 9th-08.

Mr. Thos. A. Edison,

Stewartsville,

Pa.

Miller - Forward the collateral to 2nd National Bank Orange and I will have the money ready on 20th June

My Dear Mr. Edison:-

If it is more convenient for you I can arrange to use the $10,000 which you are good enough to arrange for on the 20th of June instead of the 10th.

Will you also kindly let me know when you expect the Storage Battery bond man to return in order that we can find out concerning the $15,000 bonds.

Yours very truly,
E. Clarence Miller

Battery man not home yet. can only accept 4 bonds at 80 till he returns

E

June 12 1908

Harry Miller —

Dyer has a loan with Gilmore for $3000. give him check for that amount & he will get the collateral he has up with Gilmore & give it to you to ~~secure~~ the loan —

Edison

JUN 13 1908 Rec'd Three thousand Dollars

Frank L. Dyer

FORM 47A

TRADE MARK
Thomas A. Edison

The Edison Portland Cement Co.

ROBERT H. THOMPSON, PRESIDENT
W. S. MALLORY, VICE-PRESIDENT
THOMAS A. EDISON, GEN'L MANAGER
WILLARD P. REID, SECRETARY
H. F. MILLER, TREASURER

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. ADDRESS, STEWARTSVILLE, N. J.

SALES OFFICES:
PHILADELPHIA, PA., Arcade Building
NEW YORK, N. Y., St. James Building
PITTSBURGH, PA., Machesney Building
NEWARK, N. J., Union Building
BOSTON, MASS., Post Office Square Bldg
SAVANNAH, GA., National Bank Building

July 2d, 1908.

Mr. Thomas A. Edison,

Edison's Labratories,

Orange, N. J.

JUL 3- 1908

Dear Sir:

We are in receipt of your favor of the 30th enclosing check for $2000.00 to the order of The North Jersey Paint Company in payment of certificates No.2 and 3 for ten shares each, in the names of W. S. Mallory and W. H. Mason respectively. Stock not issued, of course, remains as treasury stock on which action of the company can be taken at any time in the future.

As requested we enclose you herewith copy of the agreement made by Mr. Edison in which he transfers his rights to The North Jersey Paint Company. We do not think it is necessary for Mr. Mallory or Mr. Mason to own any additional stock, as certificates No. 2 and 3 cover the ground qualifying them as directors.

Yours very truly,

The Edison Portland Cement Co.,

W. S. Mallory

Mr. H. F. Miller: 9/29/08..

In reference to the Lansden Co., I hand you herewith my letter of August 31st to Mr. Lansden together with the Accountants' report and the inventories, in order that you may confirm my understanding of the proper settlement to be made. In the first place, Mr. Edison stated yesterday that his understanding was the same as Mr. Lansden's, i.e., that the statement of June 30th was merely an approximate statement which was later to be corrected if necessary, and he also said that he would be willing to accept as correct Mr. Lansden's revised statement of August 31st. This latter statement shows an increase in the excess of assets over liabilities from June 30th to August 31st of $1988.72, so that the price to be paid will be increased to $36,988.72. We have already paid D. S. Lansden $10,000.00 in cash. Under the agreement we are to pay him $17,000.00 in four notes of $4,250.00 each, maturing in three, six, nine and twelve months. This leaves a balance of $9,988.72 to be paid to John M. Lansden. Find out from Mr. Edison how he wishes to pay this balance--whether in cash or by notes. I attach hereto my pencil memorandum giving my understanding of the situation. If you do not agree with me in this calculation, let me know.

FLD/IWW F. L. D.

Enc-

Pay in notes spread over 3 4 + 6 months if he would take them E

Credit J. M. Lansden Jr 9,988.72
" D.S. Lansden 27,000.00
$36,988.72

Debit The Lansden Co. Stock a/c

The above paid for the entire Capital stock of The Lansden Co based on their assets on Sept 1-1908

HARRY F. MILLER FILE

1909

FRANCIS FITCH
SAMUEL S. SLATER
FREDERICK S. RANDALL
CABLE ADDRESS "FITSLARAN" NEW YORK

FITCH, SLATER & RANDALL
ATTORNEYS & COUNSELORS AT LAW
30 BROAD ST. NEW YORK
TELEPHONE CONNECTION

October 8, 1909.

Frank L. Dyer, Esq.,
Legal Department,
Edison Phonograph Works,
Orange, N. J.

RECEIVED.
OCT 11 1909
FRANK L. DYER.

My dear Sir:-

I have delayed answering your late communication with reference to the 1440 shares of stock of the Edison Phonograph Works until the conclusion of some interviews which I have had with persons representing some of the bondholders. I now enclose to you a statement of the exact situation, which I send to you confidentially, so that you may have it to refresh your mind as to the practical and legal status of the stock. While there is nothing in it which could be used to the detriment of the persons I represent, yet I hope that you will treat it with confidence. Some of these bondholders, if they learned that I had been thus frank with you, might meanly believe that this communication had some ulterior purpose. Such persons are capable of wrongfully imputing to me a disregard of professional obligations, notwithstanding that I do not act in any fiduciary or professional capacity with reference to their interests. Your high standing at the Bar, and I hope mine, should preclude such a thought, but you know "small men are capable of small things", and so I urge upon you that this statement be not used for any purpose except for such discussion as you may have with your client.

I write this because I believe there is a fair desire on the part of Mr. Edison and a fair desire upon the part of a

majority of the bondholders to obtain a just settlement of all this annoying litigation and prevent for the future the institution of "strike" litigation by dissentient persons, who may thereby imagine they could compel the payment to them of moneys in excess of their rightful pro rata distribution. From the papers and documents in my possession, and relating to the Edison United Phonograph Company and the International Graphophone Company, it is apparent that for many years the relations between Mr. Moriarty and some of the other men interested in these corporations became those of distrust and suspicion. One of the results of this distrust was to destroy the value of these corporations as marketing agents for the products of the Works company, as primarily contemplated. I am quite frank to say that the greater part of this distrust must have been engendered through the business methods of the late Stephen D. Moriarty. I presume that I am now the only man - except perhaps Mr. Edison - who has entire knowledge of the history, and I dare say that I am the only man, who knows the detailed history of the financial and legal operations of these two corporations.

It is quite apparent to me that but two plans are left for the settlement of the ownership of the Works stock. One plan is based upon the purchase by Mr. Edison of the stock at a price which the bondholders will accept, and which Mr. Edison is willing to give. This purchase will be accomplished by such legal means as we may devise by which Mr. Edison will obtain a good title. The other plan involves no purchase, but a distribution of the stock in specie among those who are legally entitled

to it. This plan can now be readily accomplished, but it will distribute the stock among a large number of people. Most of them will be very wealthy men or estates, from whom it might be impossible to purchase at any figure which Mr. Edison would be willing to give. A number of these might combine their stock after it had been allotted to them, form a syndicate and endeavor to have an accounting of what wrongfully or rightfully they believe to be the withheld profits of the Works company. If such a syndicate is not formed, there will certainly be enough of the stock in the hands of a few people, who have the inclination and spirit , to engage in constant litigation with Mr. Edison over it.

In estimating the amount of an offer which may be made for the stock, I am aware that Mr. Edison will justly believe that neither the holders of the stock, nor the stock itself since issuance by the Works company, approximately, ten years ago, have contributed by personal efforts or otherwise to the practical and financial success of the Works company. Its ownership doubtless has been a constant source of strife and, therefore, Mr. Edison may feel that it is not morally entitled to participation in the profits of the concern for the purpose of its purchase . It is my intention upon receiving from you an offer for the stock to frankly submit the offer to the bondholders and the stockholders of the two corporations with the alternative offer that they consent to a distribution in specie. If neither of these propositions are accepted, I shall proceed with the litigation.

I am entirely convinced, and I think my opinion has been confirmed by every lawyer, who has examined the questions involved, that ultimately the receiver of the International Graphophone Company will recover these 1440 shares of stock from the Guaranty Trust Company. If and when that time comes, it will be necessary for the receiver to convert the stock into cash. For the purpose of informing the Court as to its value, in order that it may be guided in the confirmation of any sale, which the receiver may make, the receiver will be entitled under a doctrine of state comity to ask the aid of the New Jersey courts for a complete examination of the affairs of the Works company. This course, as attorney for the receiver, I will be compelled to pursue, and while such litigation by the receiver may seem to be annoying and oppressive, yet I will be unable to escape the performance of such a duty irrespective of my personal opinion as to the expediency of moral right of such procedure. Most of the bondholders know that at one time $180,000. was offered for the stock and when I attempted to induce the bondholders to accept their distributive part of this amount, a number of the bondholders, represented by Mr. Howard E. Bayne of New York, declined to do so. At that time it was suggested to me that they would direct the Guaranty Trust Company to sell the pledged stock of the International Graphophone Company (45,000 shares) out under the pledge. A syndicate of the bondholders, a few in number, intended to buy in the stock, which they could readily have obtained for a small sum. They then intended to transfer the 45,000 shares of stock on the books of the International Graphophone Company to themselves as

the owners thereof, take possession of the Board of Directors, demand and obtain possession of the 1440 shares of Works stock and proceed to harass Mr. Edison to obtain what they were pleased to call an accounting. They intended to ignore my arduous professional labors performed for more than two years, all the rights of the outstanding stockholders of the International Graphophone Company- 5,000 shares - and all the rights of the Moriarty Estate. The plan was suggested to me and I declined to participate in it and promptly retaliated by instituting proceedings to dissolve the International Graphophone Company and thus prevent them from selling the pledged 45,000 shares of stock, because upon such dissolution, it ceased to be stock which could be sold at public sale. Among these bondholders appears the name of Mr. Twombly. I have never had any personal connection with him upon the subject, nor with his counsel. I have been informed, however, a number of times that he has declined to act with the majority of the bondholders in any proceeding, which to him would seem to constitute an unfair attack upon Mr. Edison. I assume, but without any authority, that any arrangement, which the rest of the bondholders would accept, and which Mr. Edison would concur in, might be agreed to by Mr. Twombly at the instance of an intermediary - known to him and agreeable to all parties.

I suggest that whatever you determine to do, it should be presented as an ultimatum, and if the price offered is not accepted,

we can then proceed among ourselves to litigate the ownership of the stock or distribute it in specie. I enclose you as part of the statement a list of the bondholders and a list of the stockholders of the International Graphophone Company. The Edison United Phonograph Company, which issued the bonds, has been dissolved in New Jersey for non-payment of taxes. The English corporation has been dissolved and the bondholders will receive little, if anything, from that asset.

Be kind enough to give to this communication as prompt consideration as may be convenient.

Encl.

F/M

Very truly yours,

Francis [illegible]

[ATTACHMENT]

BONDHOLDERS.

SELIGMAN	57000
PEOPLES TRUST COMPANY	15000
BEERS AND MULLEN	5000
NEW YORK TRUST COMPANY	30000
WELLS	7000
ESTATE OF COCK	40000
PLATT	20000
ESTATE OF BLISS	30000
TWOMEY	30000
N BANK OF N. A.	30000
MERCHANTS B OF PHILA.	10000
LOVERING	15000
STEARNS	30000
ESTATE OF JAMES	40000
SIMPSON THATCHER and BARTLETT	1000

These bonds will be considered with reference to their face value, and eliminating consideration of unpaid coupons. They are 360 in number. They were issued by Edison United Phonograph Company, now dissolved. They are secured by a certain collateral trust agreement, dated January 15th, 1903, but executed March 26th, 1903. This agreement was made by the company together with S. F. Moriarty as a surety, unto the Guaranty Trust Co. The property given as security by the principal mortgagor consisted principally of securities of the Edison Bell Vo., an English corporation. These securities are now practically worthless. Moriarty, as surety, deposited

[ATTACHMENT]

45000 shares of the International Graphaphone Company stock. The stock was in his name. The total amount of its authorized and issued stock was 50,000 shares. Moriarty had acquired this 45000 shares by purchase and transfer to him by some of the proposed bondholders.

The outstanding 5000 shares was and is owned

JOHN WANAMAKER	1500	shares	(Cost him $75,000.)
ESTATE OF WARREN B. CHENEY	500	"	" " $25,000.)
ESTATE OF S. F. MORIARTY	720	"	
" " " (Pledged with J. & W. Seligman & Co.)	2100	"	
Three others	180	"	
	5000	"	

March 26th, 1903 Moriarty and John E. Searles were in control of the International Graphaphone Company. Under the terms of the Trust Deed, Moriarty retained the voting power of his 45000 shares which he pledged as surety. As pledgor he was entitled to vote it. He was prohibited by the trust from so voting his 45000 shares of stock as to mortgage the property of the International Graphaphone Company. He was not prohibited from selling it.

This property consisted of 1440 shares of the Edison Works Company, standing on the books of the Edison Works Company in the name of the International Graphaphone Company. The 1440 shares, without going into details, constitutes practically

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30% of all that stock of the Edison Works Company which is entitled to participate in dividends or assets of the Works Company. On March 27th, 1903, a few of the proposed bondholders became alarmed at the language of the instrument of trust and thought that it did not prohibit Moriarty from so voting his 45,000 shares as to sell the property of the International Graphaphone Company and thereby render worthless his pledged stock. On that day they caused a meeting to be held of the minority of the executive committee of the International Graphaphone Company. Moriarty was a director of the International Graphaphone Company and its vice president and a member of the executive committee. This meeting was called without notice and at the meeting were present Mr. Searles and Messrs. Morison and Oakley. The two latter gentlemen held one share of stock each and were merely nominal directors and members of the executive committee. They passed a resolution reading as follows:

> "RESOLVED that 1440 shares of the capital stock of the Edison Phonograph Works, belonging to this company be deposited with the Guaranty Trust Company of New York, holders of 45,000 shares of the stock of this company under mortgage, subject to the following terms, viz; said shares shall not be sold nor withdrawn from said trust company except with the assent of a majority of the bondholders, who are secured by the collateral trust mortgage of the Edison United Phonograph Company, dated January 15th, 1903, for the benefit of the bondholders, but transfers of such shares as may be necessary to qualify representatives of the company on the board of the Edison Phonograph Works may be made from time to time as may be necessary."

[ATTACHMENT]

Thereupon the certificates representing these 1440 shares were delivered to the Guaranty Trust Company, accompanied by a certified copy of this resolution.

On November 8th, 1907, a decree of the Supreme Court of New York was entered in a suit in which the People of the State were plaintiffs and the International Graphaphone Company was defendant. By that decree the International Graphaphone Company was dissolved as a corporation, and its property and books were delivered to a receiver, Mr. James F. Lynch, who was directed to collect all of its property, and for such purposes to institute suits and actions in courts of this state or of New Jersey. During the lifetime of Moriarty and on February 23rd, 1907, a resolution of the board of directors-- new elected-- of the International Graphaphone Company was passed rescinding and setting aside the action of the executive committee and authorizing a demand upon the Guaranty Trust Company for the possession of the stock. Immediately after the appointment of the receiver he made a like demand upon the Guanarty Trust Company. The Guaranty Trust Company refused to deliver the stock upon the express ground that it held it as additional collateral security under the deed of trust notwithstanding that it had formerly given a receipt that it only held the stock by authority of the resolution. Immediately after the receiver made this demand he brought a suit in the State of New Jersey against the Guaranty Trust Company and the Edison Phonograph Works. The suit was brought to declare that the

[ATTACHMENT]

title of the stock was in the receiver and to enjoin the Works Company from transferring it to any one else. An injunction was issued amd still stands. The bonds became due in January, 1908. The Guaranty Trust Company temporized with the suit in New Jersey until it finally brought a suit in equity in New York against the executor and executrix of the Moriarty estate, the Edison United Phonograph Company and Lynch, receiver. By this suit they sought to enjoin Lynch from carrying on the suit in New Jersey. They bring the suit primarily to foreclose the trust mortgage. They ask for a construction by the court of their duties as trustees, alleging that they hold the 1440 shares under an equitable mortgage for the payment of the bonds. This suit is pending under answers by the various parties and doubtless will be tried this year. They also seek to foreclose upon the 45,000 shares. They ignore the fact that the principal defendant has been dissolved. It has been decided in this state that when a corporation is dissolved, its capital stock ceases to be stock as such and that a pledgee of such stock cannot sell the stock at public sale but must appear in the receivership proceedings and collect his proportionate part of any assets distributed by the receiver. The case then presented is; Can the officers of a corporation take all of its property and attempt to pledge it for the debt of another corporation and the debt of one of its officers without any consideration to the corporation and without its having any interest whatever in the indebtedness?

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It is perfectly manifest under the resolution that at best the Guaranty Trust Company only holds the 1440 shares of stock as depository and not under equitable mortgage. In any event the Guaranty Trust Company can appear in the receivership proceedings and after the debts of the International Graphaphone Company are paid receive its distributive part, being 45/50 of all of the assets represented by the 45,000 shares of stock its holds as pledgee.

The ordinary process of closing up a receivership would be to sell at public sale the property of the dissolved corporation. From the proceeds are paid the expenses of the receivership-- then the creditors are paid and the balance, if any, goes to the stockholders. A leading case in this state holds squarely that in such event the receiver must deduct from the share of any stockholder of record- the debt which that stockholder may owe the corporation. The stockholder of record of the 45,000 shares is Stephen F. Moriarty and not the Guaranty Trust Company. The Trust Company is a pledgee. If Mr. Moriarty, the record holder, owes the I. G. Company any money, that amount would be deducted from his distributive share unless the above stated principle is not operative as against a pledgee. If the rule applies it might well happen that the Trust Company would receive nothing unless it could establish its alleged claim to the 1440 shares of stock. As claimed by the Trust Company, Moriarty not only hypothecated 9/10 of the capital stock but in disregard of the rights of the

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other 1/10 also hypothecated the entire assets of the corporation to secure a debt in which the corporation had no interest. It is not believed that the Truat Company will succeed in this contention. One of the outstanding stockholders holding a part of the 10% is Mr. John Wanamaker, whom we are advised paid $75,000 for his 1500 shares of stock and if the contention prevails of the Trust Company, his interest would be wiped out.

If the Trust Company prevails, it would have to sell the 1440 shares of Works stock at public or private sale. If The Trust Company fails the receiver would have to sell the stock at public or private sale. In either event sale would have to be made to the highest bidder for cash. These sales must be made at the end of the litigation publicly and for cash unless the bondholders all of them and the creditors and o utstanding stockholders in the other case of the I. G. Company consent to a distribution of the 1440 shares in specie.

This capital stock represents 30% of the Works Company assets. No one knows what these assets are except Mr. Edison. The only feasible plan for the bondholders, stockholders and creditors of the I. G. Company to recover the fair value of the stock is to distribute the stock to the persons entitled in specie.

To do this it will be necessary to enter in the present case and in the receivership matter decrees by consent of all parties concerned. As shown by the figures below the bondholders would receive three shares of stock for each bond.

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They could then transfer the stock on the books of the Works Company to themselves, if they desired to hold it as an investment, or such of them as wished could vest their stock in a trustee or trustees of their own selection and employ counsel to compel an examination of Mr. Edison's books and an accounting of assets and diverted profits, if any. Even if the entire amount of stock did not care to participate in this proceeding certainly a very large number of shares would be willing.

It is not deemed necessary in this statement to give the details of some items.

In round figures the debts and expenses of the receivership are $36,000. This is made up of claims of creditors, with interest, of $21,600 (details on application). The receiver's fees and attorneys' fees for receiver are each fixed at 5% of the assets of the receivership. For the purpose of lessening these fees, the percentage is computed on the stock only being worth par or $144,000. This 10% charge thus being $14,400 or a total of $36,000. If the receiver and his attorney with the consent of the creditors and stockholders will accept capital stock at $150 per share, they would receive 240 shares. If there is deducted from the total stock of 1440 shares this 240 shares there would be 1200 shares left for distribution to the stockholders. This would give to the outstanding 10% of stock 120 shares and to the Guaranty Trust Company for the bondholders 1080 shares. If this latter number of shares is divided among the bondholders, each bond would receive three shares.

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As heretofore stated, the bondholders could then pool their stock if desired.

This leaves unsettled only the item of the expense of the trustee and its counsel. It is believed that the English assets will pay this. Inquiry just made in London by Mr. Slater of the firm of Fitch, Slater & Randall, has elicited the following facts: The business of the English Company has been wound up and its remaining assets are in the hands of a receiver in cash for distribution. There were preferred mortgage debenture bonds which were a first lien and prior to the first mortgage debenture bonds held by the Guaranty Trust Company under the trust. Those preferred bonds have been paid in full and it is stated that there is cash enough on hand to pay a divi dend of from 5% to 10% on the outstanding first mortgage debenture bonds with their deferred interest warrants. The amount of the first mortgage debenture bonds in the possession of the Guaranty Trust Company is 27,260 pounds sterling. The trustee also has certain deferred interest certificates, the exact amount of which I am not informed. In round figures, a dividend of 5% would be somewheres about $7,000 and if it was 10% at least $14,000, more than sufficient doubtless to meet the expenses of the trust.

It is repeated that this plan cannot be carried through without the consent of the bondholders and the creditors of the I. G. Company. If the outstanding stock of the I. G. Company does not agree with the plan, it would be proceeding against its interests.

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The duty of the receiver in this case is very plain. He must protect the stockholders of the International Graphaphone Company.

If the offer should be made now to purchase this capital stock for cash, the legal method suggested of giving a good title to the purchaser is as follows: All the bondholders consenting, a decree by consent could be entered in the foreclosure suit. By this decree the receiver would be declared the owner of the 1440 shares of stock and the Guaranty Trust Company would be directed to turn the stock over to the receiver. Contemporaneously with this a decree would be entered also by consent in the receivership proceedings, by which the receiver would be directed to sell the stock at private sale to the purchaser for the price named. In the same decree the account of the receiver would be approved and he would be directed to distribute the proceeds as follows:

1. To pay the expenses of the receivership.
2. To pay the debts of the International Graphaphone Company.
3. To distribute the balance to the stockholders, viz. 90% to the Guaranty Trust Company and 10% to the outstanding st ock. The figures relating to this distribution are hereinbefore set forth.

Oct 11 1909

Dyer —

You may negotiate for the 1440 shares of the Edison Phonoworks on the basis of par, 1/3 down & balance in 6 & 12 months the stock to be put up with Fidelity Trust Co. Newark should we fail to pay the balance the stock to be forfeited to the Vendors —

Edison

M E M.

The naked certificates representing 1440 shares of the Edison Phonograph Works sock are in the possession of the Guaranty Trust Company. They have been endorsed in blank by the International Graphophone Company designated in the certificates as the owner. They have stood and now stand on the books of the Works company as being the property of the International Graphophone Company. They were handed over to the Guaranty Trust Company by a resolution of a minority of the executive committee of the International Graphophone Company. The resolution provides that they shall be deposited with the Guaranty Trust Company, there to remain until a majority of the bondholders shall direct their return to the International Graphophone Company or until certain bonds issued by the Edison United Phonograph Company, for which bonds the Guaranty Trust Company is the trustee, should be paid. The bonds are secured by certain property of the Edison United Phonograph Company and by 45,000 shares out of the total capital stock of the International Graphophone Company, which were deposited by Moriarty as a security and who is named as a surety in the deed of trust. Lynch, the receiver of the International Graphophone Company, claims that this deposit of the 1440 shares of stock was ULTRA VIRES and is void. He has demanded the return of the stock in his counterclaim to the complaint. The complaint was brought by the Guaranty Trust Company against the Edison United Phohograph Company, the executor and executrix of the Moriarty Estate and Lynch as receiver. It is primarily based upon the assertion that the deposit of this particular stock under that resolution was

intended to create and did create an equitable mortgage on the 1440 shares of stock owned by the International Graphophone Company. In other words, it is contended that all the property of one corporation may be hypothecated by its officers to secure a debt due by themselves as individuals and by another corporation, in which debt the corporation owning the property, which is so claimed to be subject to a lien, has no interest, which it did not create, nor secure nor endorse, nor guarantee and for which attempted hypothecation of its property, it received no consideration whatever.

While this case was pending, and it will be reached for trial this year, Lynch, as receiver, having demanded the return to him of the 1440 shares of stock and having met with a refusal, has brought action against the Guaranty Trust Company in conversion for its alleged value, $504,000. The Guaranty Trust Company is the defendant. This has placed the latter company in a position where if it loses its contention that it holds the stock rightfully as an equitable mortgagee, that it holds it wrongfully against a lawful demand, and has, therefore, converted it and is liable for its actual value. I assume that the Guaranty Trust Company has taken the stand that it will not proceed with this litigation unless it is indemnified against its total loss.

Prior to the appointment of the receiver, Mr. Edison offered $144,000. for the stock or par, which offer was subsequently raised to $180,000. The total capital stock of the Edison Phonograph Works is 6,000 shares, a part of which is expressly declared to have no interest in the earnings or assets and this leaves 1440 shares of stock owned by the receiver as being about 30 per cent. of the capital stock of the Edison Phonograph Works entitled to participate in dividends and

assets.

The Guaranty Trust Company has taken the position that inasmuch as it has assumed on the record that it holds the stock as an equitable mortgagee, that it cannot abandon that position voluntarily without the consent of all the bondholders for whom it is trustee. THIS CONSENT CANNOT BE OBTAINED.

The resolution under which the stock was handed over, however, provided that upon the demand of a majority of the bondholders, the stock may be returned to the owner. After they were confronted with the conversion action, they concluded that it was best to make a quick settlement. They admitted that they could, if they desired, upon the petition of a majority of the bondholders, which they could obtain, turn the stock over to the receiver. They did not desire to do this unless they could be assured that the receiver would sell it for a fair price. If and when he makes such a sale, there should be deducted from the amount (a) the debts of the International Graphophone Company, amounting to about $20,000 (b) the fees of the receiver and his attorneys based upon the statutory percentages (c) the balance of the money would give 90 per cent. thereof to the Guaranty Trust Company, holders under the pledge of 90 per cent. of the capital stock of the International Graphophone Company, and 10 per cent. thereof to the outstanding stockholders.

From this 90 per cent. the trustee should retain his expenses and counsel fees and distribute the balance to the bondholders.

In order to insure that a fair price would be received by the receiver, and that he would not waste the stock, it has been tentatively agreed between the receiver,

attorneys for the trust company and the attorney for a majority of the bondholders, that they would seek to obtain from Mr. Edison the best price he would pay and impliedly, that if he did not make a fair offer, that a legal fight would be opened against Mr. Edison for an accounting and for an examination of the books. It will be observed that the only person, who can make such a fight is the record holder of the stock, viz. the receiver and it is probably true that if he is not willing to do this, that the bondholders or trustee cannot do it, and it is well known, that neither the bondholders nor the trustee will risk any money in such a proceeding. Whether or not there shall be litigation, depends wholly upon the receiver. Whether or not, if he has the stock that he will take any given price for it under order of the court, if he makes the application, is wholly with the receiver. The bondholders can do nothing without him.

The condition of the Edison Phonograph Works is this: It is a manufacturing corporation controlled by Mr. Edison, who owns all outstanding stock except these 1440 shares. He has from five to eight subsidiary corporations, which are the selling agents for the various devices manufactured by the Works company. He controls the board of directors and all the stock of each of these companies. It is claimed that one of these companies has loaned the Works company $900,000. with which to erect new buildings and instal special machinery. It is claimed that the manufacturing is done under specific contracts with each corporation allowing the Works company a 20 per cent. profit on the cost and administration of manufacturing and that the selling profit gained by the subsidiary corporations is 20 percent. In other words, by controlling all the corporations Edison deprives the Works company-

it being the only corporation in which he does not own all the stock of the right to vend its products or make any profit thereby.

Edison has offered $144,000 for the stock just lately. Mr. Dyer, his counsel, states that the business has much depreciated in two years and that this price is fair. He says it is not worth as much as it was when he offered $180,000. A meeting was held lately at which representatives of the various interests conferred with Mr. Dyer and it was there suggested that Mr. Edison desired to acquire this stock in order that he might save administration and bookkeeping expenses amounting to more than $50,000 a year by consolidating all the corporations into one, which he could not do if he did not own this capital stock. It was further questioned that Mr. Edison would be willing to give a larger purchase price if he could pay it partially in cash and partially in mortgage bonds of a new corporation. The representative of the trustee seemed to think that the wealthy bondholders might be willing to do this. It would seem legally impossible to carry this through unless all the bondholders were willing to accept new bonds in lieu of cash, leaving nothing but the receiver and the creditors to receive cash.

Again, the receiver's compensation is based upon the value of the property which passes through his hands.

The idea is not practicable, although doubtless Mr. Edison would be very glad to bring it about and would pay the larger apparent value for the stock in bonds in lieu of cash.

If the bondholders find that they cannot compel Mr. Edison to pay more than $144,000. except by littigation which may be expensive and interminable - litigation which must be brought in the name of the receiver - litigation, which they can neither institute nor conduct nor compel its institution,

nor control its conduct, they will have to take their proportionate part of the $144,000. If thereceiver refuses to take $144,000. he can prevent the sale. If both parties consent to take $144,000. the trust company can turn the stock over to the receiver and contemporaneously therewith an offer, in writing, can be made therefor- thereceiver can present an application for an order allowing this sale for that price and in the same order apply for its distribution and an approval of his account. The offer madeby Mr. Edison provides that the legal title which he shall acquire shall be approved by Mr. Robert McCarter.

HARRY F. MILLER FILE

1910

ESSEX COUNTY COUNTRY CLUB
WEST ORANGE, NEW JERSEY

OK send check TAE

January 3, 1910.

Mr. Thos. A. Edison

Pd Jan 20

Dear Sir:

The Finance Committee of the Essex County Country Club desires to advise you that the terms of your subscription to the new issue of bonds of the Club have been fulfilled; that your subscription will be due and payable on or before January Fifteenth, Nineteen hundred and ten.

Kindly send a check for One Thousand Dollars, the amount of your subscription, to Charles Hathaway, Chairman of the Finance Committee, addressed to the Essex County Country Club, West Orange, New Jersey. A receipt will be given, and the corresponding bond or bonds will be delivered on or after February First, Nineteen hundred and ten, as soon as they have been executed and are ready for delivery.

Kindly indicate whether you wish your bonds to be registered, and in whose name, giving the address to which notice is to be mailed in case the bonds shall be redeemed at any time in accordance with their terms.

Yours truly,

THE FINANCE COMMITTEE.

CHARLES HATHAWAY, Chairman,
THOMAS A. GILLESPIE,
ALFRED B. JENKINS,
ADRIAN RIKER.

EDISON PHONOGRAPH WORKS.

Jan. 5, 1910.

Herbert Barry, Esq.,

34 Nassau St.,

New York City.

My dear Captain Barry:

I have discussed with Mr. McCarter the advisability of submitting to you a statement showing the financial condition of the Edison Phonograph Works for the past three years, and he is of the opinion that in view of the present uncertainty it would not be wise for us to submit such a statement. His opinion is that the various parties interested in the sale of the stock should first make a definite acceptance of our final offer based upon the financial condition of the company at the end of the last fiscal year, which, as you will remember, showed a book value of about $170 for the stock. If after giving such an acceptance you wanted to have a confirmation of the books it would be with the understanding that the price offered by us would be proportionately increased or decreased as might be shown by an appraisal of the entire property.

For your information I will state that on February 28, 1909, there was an apparent book surplus of $414,246.39, but the assets included upwards of $1,400,000 in Inventory and Machinery and Tools which items we believe would be considerably reduced if they were now re-appraised.

Without giving figures as to the total amount of sales of the Edison Phonograph Works for the past three years, I find that the sales for the year ending February 28, 1909, were 77.36% of the sales for the year ending February 28, 1908, and that the sales for the ten months of the present year ending December 31, 1909, were 57.16% of the sales for the ten months ending December 31, 1907.

This statement I think is a very good confirmation of the point I have made all along as to the speculative nature of the stock.

Yours very truly,

FLD/IWW

General Manager.

JULIEN T. DAVIES,
CH. FRANCIS STONE,
JOSEPH S. AUERBACH,
HERBERT BARRY,
EDWARD CORNELL,
JULIEN T. DAVIES, JR.,
BRAINARD TOLLES,
CHARLES E. HOTCHKISS,
NICHOLAS F. LENSSEN,
CHARLES H. TUTTLE.
WARNER B. MATTESON.

DAVIES, STONE & AUERBACH,
MUTUAL LIFE BUILDING, 34 NASSAU STREET.

NEW YORK, January 4, 1910.

My dear Mr. Dyer:-

I have your favor of the 3rd instant, and am sending copies to Mr. Bayne and Mr. Fitch. I will communicate with you further after I hear from them.

I regret very much that Mr. McCarter should take such a view, and can scarcely resist the inference that he is rather indifferent to the outcome of the negotiations. I am also quite at a loss to see any justification for Mr. McCarter's position in refusing to give us the information requested; for it is a novel theory that the owners of approximately one-third of the stock of a corporation must first contract to sell their stock before they will be allowed information as to the condition of the Company.

I remain,

Very truly yours,

Herbert Barry.

Edison Phonograph Works,
Frank L. Dyer, Esq.,
General Manager,
Orange, N. J.

No ans.

OHF/EP

FITCH, SLATER & RANDALL
ATTORNEYS & COUNSELORS AT LAW
30 BROAD ST. NEW YORK
TELEPHONE CONNECTION

FRANCIS FITCH
SAMUEL S. SLATER
FREDERICK S. RANDALL

CABLE ADDRESS "FITSLARAN" NEW YORK

January 17th, 1910.

Mr. Frank Dyer,
Counsel for Edison Phonograph Works,

Dear Sir:-

On behalf of the receiver of the International Graphaphone Company, we ratify and confirm the statements made in the letter attached hereto, written by Herbert Barry on behalf of the Guaranty Trust Company, Trustee. The receiver will forthwith apply to the Supreme Court for a statutory order for receiver to sell at private sale to Mr. Edison for $155,000. the 1440 shares of stock. If the Attorney-General waives the eight days notice, the receiver will be able to deliver the stock probably before the 22nd inst. We suggest that you address your letter of offer to purchase, suggested by Mr. Barry's letter, to the trust company and the receiver.

Very truly yours,
Fitch Slater & Randall.
Attorneys for Receiver.

F/W

[ENCLOSURE]

JULIEN T. DAVIES,
CH. FRANCIS STONE,
JOSEPH S. AUERBACH,
HERBERT BARRY,
EDWARD CORNELL,
JULIEN T. DAVIES, JR.,
BRAINARD TOLLES,
CHARLES E. HOTCHKISS,
NICHOLAS F. LENSSEN,
CHARLES H. TUTTLE.
WARNER B. MATTESON.

DAVIES, STONE & AUERBACH,
MUTUAL LIFE BUILDING, 34 NASSAU STREET.

NEW YORK. January 17, 1910.

Dear Mr. Dyer:-

Confirming our conversation by telephone this morning and referring to our recent correspondence I beg to say that the Guaranty Trust Company of New York as Trustee of the Edison Phonograph Company is willing and offers to apply to the Court for an order sanctioning the sale and delivery to Mr. Thomas A. Edison of a certificate for 1440 shares of stock of the Edison Phonograph Works now in its custody for the sum of $155,000.; that counsel for the Committee of Bondholders has stated to me that the holders of a majority of the bonds will assent to such application and that counsel to the Receiver of the International Graphaphone Company is willing to make a like application in the Receivership proceeding.

I understand from you that Mr. Edison is willing and offers to pay $155,000. for this stock upon delivery thereof within the period of two weeks from date under circumstances that will confer a good title in the opinion of his attorney.

For the purpose of making such applications to the Court it is important that this should be expressed in writing by him or by his representative. I understand that upon delivery of this

[ENCLOSURE]

letter you will let mehave such a paper. Will you kindly confirm this and if possible send back such paper by the bearer.

I remain,

Very truly yours,

Herbert P. Parry [signature]

Edison Phonograph Works,
Frank L. Dyer, Esq.,
West Orange, N. J.

Form 111

EDISON PHONOGRAPH WORKS.

Jan. 17, 1910.

Francis Fitch, Esq.,
30 Broad St.,
New York City.

My dear Sir:

In accordance with your request, I beg to enclose a copy of a letter addressed to Captain Barry and yourself and signed by Mr. Edison, the original of which I am sending this afternoon to Captain Barry by messenger.

Yours very truly,

FLD/IWW

General Manager.

Enc-

[ATTACHMENT]

Jan. 17, 1910.

Herbert Barry, Esq.,
34 Nassau St., New York.

and

Francis Fitch, Esq.,
30 Broad St., New York.

Gentlemen:

Referring to the negotiations for the purchase by me of the fourteen hundred and forty (1440) shares of stock of the Edison Phonograph Works now in the custody of the Guaranty Trust Company as Trustee of the Edison United Phonograph Company, I hereby offer to purchase the same for the sum of one hundred and fifty-five thousand dollars ($155,000) if delivery thereof is made within two weeks from this date under circumstances that will confer a good title in the opinion of my counsel, Mr. Robert H. McCarter of Newark, N. J.

I understand that the Guarantee Trust Company, counsel for the bondholders committee and counsel to the Receiver of the International Graphophone Company are willing to apply to the Court in the Receivership proceedings for an order sanctioning the sale and delivery to me of this stock for the above sum.

Yours very truly,

ORANGE CLUB

Prospect Street

Hold them

E

East Orange, N.J.,

January 27, 1910.

1910

FEB 5- 1910

Dear Sir (or Madam):

Funds to a limited amount are available for the purchase of the second mortgage bonds of the Orange Club. We are asking all holders of these bonds to offer them for sale; those offered at the lowest price will be purchased until the fund is exhausted. We understand that you have some of these bonds. Kindly let us know how many bonds you hold and what you will sell them for.

Yours very truly,

[signature]

President.

Mr Edison

You have five bonds, the par value being $25.00 each. They are due in 1911. Do you want to sell them at a discount? Why not hold them another year?

H.F.M.

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, the International Graphophone Company, a corporation organized under the Laws of New York, has been heretofore duly dissolved pursuant to a judgment duly entered in an action duly brought by the Attorney General of the State of New York, and

WHEREAS, the undersigned, James F. Lynch, has under and pursuant to said judgment been duly appointed Receiver of the property of said corporation for the benefit of its creditors and stockholders, and

WHEREAS, said corporation was prior to and at the time of such dissolution, the owner of 1440 shares of Edison Phonograph Works, free and clear of all adverse claims and liens thereon, excepting only the claim of the Guaranty Trust Company of New York, acting as trustee under a certain Collateral Trust Mortgage of the Edison United Phonograph Company, dated January 1st, 1903, securing $360,000. bonds of said Company, and claiming that said stock had been deposited with it as such trustee pursuant to a resolution of the Executive Committee of said International Graphophone Company, under which resolution said stock could be withdrawn from the custody of said trustee with the assent of a majority of the bondholders, secured by such Collateral Trust Mortgage, as aforesaid, and

WHEREAS a majority of said bondholders, to wit, the holders of at least $230000.00 thereof, have assented to the withdrawal of said stock as aforesaid, and to its delivery to said Receiver for sale hereunder, and as evidence of such assent and of ownership the holders of $230000 of said bonds have deposited with the said Trustee their said bonds, and

WHEREAS the said James F. Lynch, Receiver, has heretofore in accordance with law, upon notice to the Attorney General of the State of New York, and to all other parties entitled to notice of such application, and with the consent of all the creditors of the said International Graphophone Company, and of said Guaranty Trust Company of New York, holding also as trustee under said Collateral Trust Mortgage, 45,000 shares out of the total 50,000 shares of stock of the said International Graphophone Company, and upon notice by mail to all the other stockholders of said Company, has applied to the Supreme Court of the State of New York, for authority to sell said 1440 shares of Edison Phonograph Works to Thomas A. Edison, and

WHEREAS, pursuant to said application, an order of said Court was duly made at Special Term, Part I, thereof, in the County of New York, on the 27th day of January, 1910, authorizing and directing the said Receiver to receive said 1440 shares of stock of the Edison Phonograph Works from said Guaranty Trust Company, as trustee,

and to sell, assign and set over the same to said Thomas A. Edison, for the sum of $155,000., and providing that the said purchaser should not be required to follow the proceeds of said stock, nor be chargeable with any other provisions of said order,

NOW, THEREFORE, the said James F. Lynch, Receiver of the International Graphophone Company, and of its property, party of the first part, for and in consideration of the sum of One hundred and fifty-five thousand dollars ($155,000.) lawful money of the United States, to him paid at or before the ensealing and delivery of these presents, by Thomas A. Edison, of Orange, New Jersey, party of the second part, the receipt of which is hereby acknowledged, have sold, assigned and set over and by these presents does sell, assign, set over and confirm unto said Thomas A. Edison, his executors, administrators and assigns, the 1440 shares of stock of Edison Phonograph Works, a corporation organized under the Laws of New Jersey, which shares are evidenced by certificates of stock transferred in blank and delivered herewith, together with all the rights and equities growing out of or attaching to the ownership of said stock belonging to the International Graphophone Company or said receiver.

TO HAVE AND TO HOLD the same unto the said party of the second part, his executors, administrators and assigns forever. And the said party of the first part, does for himself and his successors, and for the creditors and stockholders of said International Graphophone Company, warrant and defend the sale and title of said stock against him and them and against any act or thing done or suffered by him as such Receiver.

IN WITNESS WHEREOF, the said James F. Lynch, Receiver of the International Graphophone Company and of its property, has hereunto set his hand and seal, the 29th day of January 1910

Witnessed by:
P. Stock.
L. Mitten

Jas. F. Lynch
Receiver of International Graphophone Company and its property -

STATE OF NEW YORK)
: SS.
COUNTY OF NEW YORK)

On this 29th day of January. 1910, before me the undersigned personally came and appeared James F. Lynch, to me known and known to me to be the individual described in and who executed the within instrument, and he acknowledged to me that he executed the same as the Receiver of the International Graphophone Company and of its properties pursuant to the order of court referred to therein.

Myrtle E. Wynne
Notary Public
New York County

CITY AND COUNTY OF NEW YORK: SS.

FRANCIS FITCH, being duly sworn, says, that he is attorney for James F. Lynch the Receiver duly appointed in the action of The People of the State of New York against International Graphophone Company, a corporation created and organized under the Laws of the State of New York; that he was in the commencement of this action duly designated by the Attorney General, as counsel for the plaintiff herein, and has been and is familiar with all the proceedings that have been taken herein; that said action was an action for the dissolution of the defendant corporation, and was duly commenced by the Attorney General upon the petition of one A. E. Adams, a bona fide stockholder and creditor of said corporation, by service of the summons and complaint herein upon the defendant, to wit: upon one James A. Whitman, a director of defendant, on October 16th, 1907, and that pursuant to an order to show cause duly granted and served in the like manner on the defendant on the same day, James F. Lynch was by order duly entered October 22nd, 1907, duly appointed temporary receiver herein of the defendant; that thereafter, the defendant having failed to appear, answer or demur herein, a judgment was duly rendered on November 8th, 1907, dissolving the defendant, and appointing said James F. Lynch receiver of all the stock, property, things in action and effects of such defendant, upon his executing and filing a bond in the penal sum of $5,000. which judgment has been duly entered and said bond was on November 12th 1907, duly given, approved and filed, and

that since said date said James F. Lynch has been and still is Receiver as aforesaid, and deponent has been and is the attorney for said Receiver; that prior to said judgment of dissolution or since no party has appeared herein and no other or further order herein in any respect altering or limiting the powers or duties of such Receiver has been entered; that as deponent believes, the proceedings taken as aforesaid have in all respects been bona fide and regular, upon due notice duly served as required by law, that none of the stockholders or creditors of defendant have in this proceeding or otherwise at any time questioned or objected to the proceedings herein taken or any of them, and in particular no question has at any time been raised as to the fact that James A. Whitman was on October 16th, 1907, a director of defendant company, or as to the fact or sufficiency of the service of the summons and complaint herein upon the defendant, or as to the fact of the default of the defendant as above recited, and no motion has at any time been made to open said default or to open or set aside the judgment of dissolution herein or the appointment of said Receiver, or to remove said Receiver.

That no claim has at any time been made adverse to the title of said International Graphophone Company or of such Receiver, inaand to 1440 shares of stock of Edison Phonograph Works, free and clear, except the claim made by the Guaranty Trust Company of New York, as Trustee under Collateral Trust Mortgage of Edison United Phonograph Company, dated January 15th, 1903.

Francis Fitch

Sworn to before me this
29th day of January, 1910.
Myrtle E. Wynne
Notary Public
New York County

AGREEMENT, made this 29th day of January, in the year Nineteen Hundred and Ten, by and between SAMUEL F. HYMAN, a resident of the City and State of New York, party of the first part, and THOMAS A. EDISON, NATIONAL PHONOGRAPH COMPANY, EDISON PHONOGRAPH COMPANY, EDISON PHONOGRAPH WORKS, and FRANK L. DYER, representing all the jobbers and dealers in Edison phonographs and supplies in the State of New York, parties of the second part, WITNESSETH:

WHEREAS the New York Phonograph Company, a corporation organized and existing under the laws of the State of New York, and James L. Andem, acting for and in behalf of said Company and divers other local phonograph companies in the United States, did heretofore bring various litigations in divers jurisdictions against the parties of the second part, or some of them, or against interests or persons allied with them; and

WHEREAS all said litigations were heretofore settled by the parties of the second part with said New York Phonograph Company and James L. Andem, acting individually and in the capacity aforesaid, by the payment of the sum of Four hundred and twenty-five thousand dollars ($425,000) and other considerations to said New York Phonograph Company and James L. Andem and the further sum of Thirty thousand dollars ($30,000) to Louis Hicks, who had formerly acted as counsel for said New York Phonograph Company and said Andem; and

GMC

WHEREAS the rights of the above-named Samuel F. Hyman were not embraced within the settlement as made; and

WHEREAS on said settlement, in addition to the moneys aforesaid, the National Phonograph Company delivered to the New York Phonograph Company, as a further consideration for said settlement, an indemnity agreement wherein and whereby it agreed, upon a certain condition, to indemnify and hold harmless the said New York Phonograph Company, its successors and assigns, from any sum it, the said New York Phonograph Company, its successors or assigns, might have to pay to the above-named Samuel F. Hyman by reason of services rendered by him to the said New York Phonograph Company; and

WHEREAS the said indemnity agreeme t was made and delivered upon the representation and warranty made by the said New York Phonograph Company for itself, its legal representatives, successors and assigns, to the National Phonograph Company, and the other parties of the second part herein, their and each of their respective heirs, executors, administrators, legal representatives, successors and assigns, among other things, that the said Samuel F. Hyman had commenced all the suits then pending in the Supreme Court for Westchester County and in the Court of Appeals in the State of New York brought by him as attorney for the said New York Phonograph Company against the various jobbers and dealers in Edison phonographs and supplies in the State of New York under a contract made by said

New York Phonograph Company with the said Samuel F. Hyman, which is contained in a letter of which the following is a true copy:

"New York Phonograph Company.

April 19, 1906.

"Samuel F. Hyman, Esq.,
302 Broadway,,
New York City.

"Dear Sir:

"You are hereby retained as counsel for this Company to bring and prosecute actions or proceedings against such parties as we may indicate to you, to recover from them damages for violation of our exclusive phonograph contracts for the State of New York, such suits to be brought in the name of this Company at White Plains or elsewhere. As a compensation for your services as attorney, you will receive fifty per cent. of the total amount of money collected as the result of such suits or otherwise, together with the costs recovered. All the expenses for such prosecutions, however, are to be paid by you.

"James L. Andem,
General Manager.

(Seal of New York
Phonograph Company).

"Attest:
H. M. Funston,,
Vice-President."

and that the said letter was the only authority or agreement under which the said Samuel F. Hyman had commenced and prosecuted said suits and was the only authority or agreement which the said Samuel F. Hyman had ever had to bring or prosecute said suits and was the only contract or obligation which the said New York Phonograph Company had ever entered into with the said Samuel F. Hyman or with anyone in his behalf for the institution or prosecution of, or in any way concerning said suits; that the said Samuel F. Hyman had always acted and was at the time of said settlement acting pursuant to said letter; that the said Samuel F. Hyman had

paid or caused to be paid all expenses of said suits and that the said New York Phonograph Company had paid no material part, if any, of said expenses, nor had the said Samuel F. Hyman at any time since the date of said letter, to wit, April 19, 1906, rendered any bill to said New York Phonograph Company or to any of its officers, directors or agents on account of any professional services or any expenses whatsoever arising from or in connection with the institution, existence or prosecution of said suits; and

WHEREAS it was the intention of said New York Phonograph Company and James L. Andem and the parties of the second part, at the time of making and delivering said indemnity agreement, that the liability of the said National Phonograph Company thereon should in no event whatsoever exceed one-half of Twenty thousand dollars ($20,000); and

WHEREAS the above-named Samuel F. Hyman, shortly after the consummation of said settlement as aforesaid, brought a proceeding in the Supreme Court for Westchester County to have his lien adjudged on such portion of the proceeds of said settlement as was received by said New York Phonograph Company, including among said proceeds the said indemnity agreement, and in that proceeding has obtained a decision that he is entitled to a lien on the said proceeds of said settlement in the sum of One hundred and thirty-one thousand, six hundred and twenty-five dollars ($131,625); and it was further adjudicated therein that the

liability of the National Phonograph Company on the indemnity agreement aforesaid was, as contemplated by the parties to the above-mentioned settlement, limited to the sum of Ten thousand dollars ($10,000), being one-half of Twenty thousand dollars ($20,000); and

WHEREAS the National Phonograph Company is now willing to pay said sum of Ten thousand dollars ($10,000) and the further sum of Two thousand dollars ($2,000) in full and final discharge of all its liability to the said Samuel F. Hyman arising from any cause whatsoever (except as to the reservations, conditions and stipulations hereinafter mentioned); and

WHEREAS the above-named Samuel F. Hyman is willing to accept said sum of Twelve thousand dollars ($12,000) in full and final discharge of all his rights as aforesaid against the parties of the second part and each and all of them without recourse to proceed further against them or any of them for any sum whatever on account of any of the matters arising out of said settlement and adjudication, and to that end and purpose is also willing to indemnify and hold harmless the said National Phonograph Company against any and all claims and demands whatsoever which may arise against it on account of the said indemnity agreement because of the collection, made or to be made, of any moneys by the said Samuel F. Hyman by virtue of his claim for services rendered as aforesaid; it being the intention of the said Samuel F. Hyman to proceed no further against the parties of the second part hereto; but to collect for his services from the various persons in whose hands the proceeds of the said settlement may have come; and

it also being the intention of the parties hereto that the execution of this instrument shall not affect any cause of action, right, claim or demand whatsoever which the said Samuel F. Hyman, his heirs, executors or administrators may have against any person or corporation whomsoever, other than the parties of the second part hereto, or any of them;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and of the sum of Twelve thousand dollars ($12,000) and other considerations to the party of the first part by the parties of the second part in hand paid, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

FIRST: The parties of the second part have paid, at the time of the signing of this agreement, the sum of Twelve thousand dollars ($12,000) to the party of the first part, receipt of which is hereby acknowledged by said party of the first part.

SECOND: The party of the first part agrees that he will not sue, directly or indirectly, any of the parties of the second part hereto to enforce any claim arising out of or relating to the New York Phonograph Company by reason of any of the matters embraced in the foregoing settlement or adjudication, or by reason of any covenant contained in the said indemnity agreement, or by

reason of any other agreement entered into at the time of such settlement by the National Phonograph Company in its own behalf or in behalf of others, or by the said Frank L. Dyer in behalf of the said National Phonograph Company or any of the parties represented by him therein.

THIRD: The party of the first part agrees that he will deposit any and all moneys which he may collect by virtue of his claim for services rendered as aforesaid from any of the persons or corporations in whose hands the proceeds of the said settlement may be or come in the Nineteenth Ward Bank in the Borough of Manhattan, City of New York, up to the sum of Fifty thousand dollars ($50,000.00/100), to be held by said Bank pursuant to this agreement, wherein it is provided that the said moneys so deposited shall be held for the following intents and purposes: To indemnify and hold harmless the parties of the second part, and each of them, as indemnitors, from any and all liability arising from the execution of said indemnity agreement by said National Phonograph Company and from any and all claims and demands whatsoever which may be made on it or them, directly or indirectly, by any of the persons from whom the said Hyman or his heirs, executors or administrators, may collect all or any part of the said proceeds of the settlement above-mentioned by reason of his lien or cause of action for services as aforesaid.

J. H. A.
F. L. D.
E. G.

FOURTH: The said Hyman agrees that he will execute

and deliver to the party of the second part, on the signing of this agreement, a general release releasing each and every jobber and dealer above referred to, and also a general release releasing all the parties of the second part hereto as hereinbefore provided for.

FIFTH: It is further agreed that if the said Hyman shall procure releases in the form hereto annexed and markedExhibit A, in favor of the National Phonograph Company, from any persons or corporations from whom he shall collect all or any part of his claim on account of his professional services rendered as aforesaid, and shall forthwith deliver such releases to the said National Phonograph Company, its successors or assigns, then and in such event the said Hyman need not deposit the moneys so collected from the persons giving said releases.

SIXTH: The parties hereto hereby agree that it is their intention to have retained on deposit only such sum as shall be sufficient in amount to indemnify and hold harmless the said National Phonograph Company against any claim arising out of the collection of the said sum on deposit and for which no release has been procured and delivered.

SEVENTH: (a) The party of the first part, for himself, his personal representatives and assigns, hereby agrees that he will not, at any time, in the future, sue to enforce, against any of the parties of the second part

hereto, the rights, if any, which he obtained by virtue of the following letter:

"New York, March 26, 1906.

"Samuel F. Hyman, Esq.,
302 Broadway,
New York.

"Dear Sir:

"In consideration of the payment to this Company of the sum of Five thousand dollars ($5,000) per year, for the term of two years, payable in equal monthly instalments in advance, on the 26th day of each month, we hereby grant to you and your assigns, the exclusive right to use Edison phonographs and supplies in the State of New York for the automatic slot machines for public amusement purposes, under the terms and conditions provided for in our exclusive contract with the North American Phonograph Company and its successors and assigns.

"Yours truly,

"James L. Andem,
General Manager.

"Approved
H. M. Funston,
Vice President."

(b) The party of the first part further agrees that he will deliver to the parties of the second part on the signing of this agreement an assignment of any and all rights whatsoever obtained by the party of the first part thereby, which assignment, however, shall take effect only when the party of the first part shall have settled, compromised, adjusted or otherwise satisfied his claim against said New York Phonograph Company or its officers, directors, agents, servants or attorneys by reason of any services rendered by said party of the first part to the said New York Phonograph Company.

(c) The party of the first part agrees that, if any action shall be brought by the party of the first part against the New York Phonograph Company or its officers, directors, agents, servants or attorneys, individually or as such, by reason of any rights whatsoever arising out of said letter of March 26, 1906, he will not enforce the same against any property of said New York Phonograph Company, except such as said New York Phonograph Company shall be entitled to by reason of the aforesaid settlement, or by reason of the wrongful distribution of the proceeds thereof by its then officers, directors, agents, servants or attorneys, or any of them.

EIGHTH: The National Phonograph Company, for itself and on behalf of the stockholders whose stock of the New York Phonograph Company it owns, agrees to execute and deliver a general release of any and all of the matters arising out of the settlement aforesaid, if and when the said Hyman shall request the same, to the New York Phonograph Company, or to its officers and directors as such or as individuals, or to its stockholders, or to any other persons or corporations from whom the said Hyman may collect any of the proceeds of the settlement aforesaid on account of his claim for professional services rendered to said New York Phonograph Company.

NINTH: It is further agreed that the National Phonograph Company, immediately upon claim or demand being made upon it by reason of the terms of said indemnity agreement, to pay or discharge any claim arising therefrom, will promptly notify the said Hyman of such claim and

permit him to conduct, at his own expense, the defense of any action or proceeding or appeal so brought on account of said indemnity agreement; PROVIDED, however, that the National Phonograph Company shall have the right to retain counsel, at its own expense, to act for it and participate in any such action, proceeding or appeal; and it is agreed that the said National Phonograph Company will not pay any sum of money under said indemnity agreement without the consent of the said Hyman until after the final determination of such action; and in the event that the said Hyman and the counsel of the said National Phonograph Company cannot agree as to whether any such claim or demand based on said indemnity agreement shall be contested, then the said Hyman shall have the right to determine whether or not such contest shall be made by said National Phonograph Company, provided the said Hyman deposit with the Bank above-named the further sum of One thousand dollars ($1,000) as indemnity to the said National Phonograph Company against any damages and costs arising on such action, proceeding or appeal; it being the intention of the parties hereto that the said Hyman shall personally bear the costs and expense of any such action, proceeding or appeal, including the cost, if any, of procuring a bond on appeal to stay any execution that may be issued against said National Phonograph Company on account of any judgment so appealed from. If at any time an appeal be taken as above provided from any judgment entered against the National Phonograph Company on account of any liability arising out of said indemnity

agreement, then and in such event the said National Phonograph Company may use such portion of the deposits then in the bank above-named as may be necessary (not exceeding, however, the amount of the judgment so appealed from)) as collateral security to secure a bond staying said injunction on appeal.

TENTH: If at any time the said Hyman shall deliver to the National Phonograph Company general releases from all those persons from whom he shall have collected any money by reason of which any liability on account of said indemnity agreement may exist, then and in such case the said National Phonograph Company agrees that it will forthwith consent to the return and delivery to the said Hyman of all the moneys so deposited as aforesaid, and on the presentation and offer to deposit unconditionally such release or releases to the National Phonograph Company with it or with the depositary, the said moneys shall be paid over to the said Hyman (and upon such deposit the same shall constitute sufficient warrant to the said depositary to pay over the moneys then on deposit to the said Hyman), and upon paying over the said moneys as aforesaid, the said depositary shall be released from any liability whatsoever to the parties hereto, their personal representatives, successors or assigns.

ELEVENTH: The parties hereto hereby agree that the execution of this instrument or of any instrument executed in connection herewith by the above-named Samuel F. Hyman

shall not affect any cause of action, right, claim or demand whatsoever which the said Samuel F. Hyman, his heirs, executors or administrators may have against any person or corporation whomsoever other than the parties of the second part hereto, or any of them.

Twelfth: This contract shall be construed and governed by the laws of the State of New York.

F. L. D.
S. F. H.
E. C.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal, and the National Phonograph Company, for itself and the other parties of the second part, has caused these presents to be executed in triplicate-original by two of its officers and its corporate seal to be hereto affixed the day and year first above written.

Thomas A. Edison (L.S.)

In presence of:
George McClarde
as to said Edison.

NATIONAL PHONOGRAPH COMPANY,
by Frank L. Dyer
President

Attest;
Harry F. Miller
Asst Secretary

Edison Phonograph Company
by
Thomas A Edison
President

Attest:
Harry F. Miller
Secretary

Edison Phonograph Works
by
Thomas A Edison
President

Attest:
Harry F. Miller
Asst. Treasurer

Frank L. Dyer (L.S.)
representing all the jobbers and dealers in Edison Phonographs and Supplies in the State of New York

In presence of
George McClarde
as to Frank L. Dyer.

Saml F Hyman (L.S.)

Witness:
Edmund Condit
George McClarde as to
Samuel F. Hyman.

STATE OF ~~NEW YORK~~ New Jersey
COUNTY OF ~~NEW YORK~~ Essex, SS:

S.F.H. F.L.D. Edmund Condit

On this —— 29th —— day of January, in the year Nineteen Hundred and Ten, before me personally came SAMUEL F. HYMAN and Frank L. Dyer, to me known and known to me to be ~~one~~ two of the individuals described in and who executed the foregoing instrument, and ~~He~~ they duly acknowledged to me that he executed the same.

Edmund Condit
Commissioner of Deeds

STATE OF New Jersey
COUNTY OF Essex SS:

S.F.H. F.L.D. E.C.

On this — 29th — day of January, in the year Nineteen Hundred and Ten, before me personally came ~~ALPHONSE WESTEE~~ Harry F. Miller, to me known, who, being by me duly sworn, did depose and say:

That he resides in Orange, New Jersey.

that he ~~was~~ is the Assistant ~~Secretary~~ Secretary of the National Phonograph Company the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

S.F.H. F.L.D. E.C.

And the said ~~Alphonse Westee~~ Harry F. Miller further said that he was acquainted with Frank L. Dyer and knew him to be the President of the said National Phonograph Company; that the signature of the said Frank L. Dyer subscribed to the within instrument is in the genuine handwriting of the said Frank L. Dyer and was subscribed thereto by like order of said Board of Directors, and in presence of him, the said ~~Alphonse Westee~~ Harry F. Miller.

Edmund Condit
Notary Public

Harry F. Miller

S.F.H. F.L.D. E.C.

State of New Jersey } ss
County of Essex }

On this 29th day of January 1910, before me personally came Harry F. Miller to me known, who, being by me duly sworn deposes and says: That he resides in Orange, New Jersey; that he is the Assistant Treasurer of the Edison Phonograph Works one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. And the said Harry F. Miller further said that (over)

S.H.
G.L.D.
E.C.

he is acquainted with Thomas A. Edison and knows him to be the President of the said Edison Phonograph Works; that the signature of the said Thomas A. Edison subscribed to the within instrument is in the genuine handwriting of the said Thomas A. Edison and was subscribed thereto by like order of said Board of Directors, and in presence of him the said Harry F. Miller.

Harry F. Miller

Edmund Condit
Notary Public,

S.H.
G.L.D.
E.C.

State of New Jersey } ss,
County of Essex }

On this 29th day of January, in the year Nineteen hundred and Ten, before me personally came Thomas A. Edison, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Edmund Condit
Commissioner of Deeds

S.H.
G.L.D.
E.C.

State of New Jersey } ss
County of Essex }

On this 29th day of January 1910, before me personally came Harry F. Miller to me known, who, being by me duly sworn, deposes and says: That he resides in Orange New Jersey and is the Secretary of the Edison Phonograph Company one of the corporations described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

S.H.
G.L.D.
E.C.

And the said Harry F. Miller further says that he is acquainted with Thomas A. Edison and knows him to be the President of said Edison Phonograph Company; that the signature of said Thomas A. Edison subscribed to the within instrument is in the genuine handwriting of said Thomas A. Edison and was subscribed thereto by like order of said Board of Directors, and in presence of him the said Harry F. Miller.

Edmund Condit
Notary Public

Harry F. Miller

[ATTACHMENT]

EXHIBIT "B".

THIS AGREEMENT, made this 8th day of April, 1909, between the National Phonograph Company, a corporation organized and existing under the laws of the State of New Jersey, party of the first part, and the New York Phonograph Company, a corporation organized and existing under the laws of the State of New York, party of the second part,

WITNESSETH:

WHEREAS, the party of the second part has agreed to release all the causes of action which it has against certain alleged jobbers and dealers of the National Phonograph Company, for which suits are now pending, brought by the said New York Phonograph Company in the State Courts of the State of New York, through Samuel F. Hyman, its attorney, for the sum of twenty thousand ($20,000) dollars , upon the express condition that the said National Phonograph Company is to indemnify and hold the said New York Phonograph Company, its successors and assigns, harmless, from any and all claims which the said Samuel F. Hyman may have against the said New York Phonograph Company for services rendered in said suits.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1) to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part covenants and agrees with the party of the second part to hold it and its successors and assigns harmless against any recovery which the said Samuel F. Hyman may obtain on account of

[ATTACHMENT]

professional services rendered by him to the said New York Phonograph Company in the said suits brought by the said Samuel F. Hyman as attorney for the New York Phonograph Company in the State Courts of the State of New York, against the alleged jobbers and dealers of the National Phonograph Company; and the said National Phonograph Company further covenants and agrees to, upon the request of the party of the second part, pay the said Samuel F. Hyman the amount of any recovery obtained by said Samuel F. Hyman an account of such services.

This agreement is made by the party of the first part upon the representations made by the party of the second part as to the contract existing between it and the said Samuel F. Hyman, providing for the prosecution of said suits contained in the agreement made the 3rd day of April, 1909, by and between the New York Phonograph Company and Frank L. Dyer, acting on behalf of Thomas A. Edison, the National Phonograph Company, the Edison Phonograph Company and the Edison Phonograph Works.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by its respective Presidents and their corporate seals affixed by their respective Secretaries the day and year first above written.

NATIONAL PHONOGRAPH CO.,
By FRANK L. DYER,
President.

Attest:
A. WESTIE,
Secretary.

(Seal)

NEW YORK PHONOGRAPH CO.
By JNO. P. HAINES,
President.

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

G R E E T I N G :

KNOW YE that I, SAMUEL F. HYMAN, of the Borough of Manhattan, City and State of New York, for and in consideration of the sum of One hundred dollars ($100) and other valuable consideration to me in hand paid by THOMAS A. EDISON, EDISON PHONOGRAPH COMPANY, EDISON PHONOGRAPH WORKS, NATIONAL PHONOGRAPH COMPANY and FRANK L. DYER, acting for and in behalf of jobbers and dealers in Edison phonographs and supplies in the State of New York against whom I have heretofore brought suit in the name of the New York Phonograph Company as plaintiff in the Supreme Court for Westchester County, the receipt of which is hereby acknowledged, have remised, released, quit-claimed and forever discharged, and by these presents do, for myself, my and each of my heirs, executors, administrators and assigns, remise, release, quit-claim and forever discharge said Thomas A. Edison, Edison Phonograph Company, Edison Phonograph Works, National Phonograph Company and Frank L. Dyer and the jobbers and dealers above referred to, and each and all of them, and their, and each of their respective heirs, executors, administrators, successors and assigns, of and from any and all manner of action or actions, cause or causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses,

GMC

judgments, extents, executions, licenses, claims and demands whatsoever, in law or in equity, which against the said Thomas A. Edison, Edison Phonograph Company, Edison Phonograph Works, National Phonograph Company, Frank L. Dyer and the jobbers and dealers above referred to, or any or all of them, I ever had, now have, or which I or any of my heirs, executors, administrators or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents.

The foregoing release is made by me and accepted by the National Phonograph Company upon the condition that the execution thereof by me shall not affect in any way whatsoever any cause of action, right, claim or demand whatsoever which I or my heirs, executors or administrators may have against any person or corporation whomsoever, other than the corporations and individuals mentioned herein and the jobbers and dealers referred to herein or any of them; excepting, however, such dealers or jobbers as may have received any part of the proceeds of the Four hundred and twenty-five thousand dollars ($425,000) paid on the settlement between the New York Phonograph Company and James L. Andem and the parties whom they represented on the one part, and Thomas A. Edison, Edison Phonograph Company, Edison Phonograph Works, National Phonograph Company and Frank L. Dyer on the other part on April 8, 1909. This contract shall be construed and governed by the laws of the State of New York.

J. J. H.
E. C.

IN WITNESS WHEREOF I have hereunto set my hand

and seal this 29th day of January, Nineteen Hundred and Ten.

In presence of
George M Clarke,
Edmund Condit.

Saml F Hyman (LS)

STATE OF NEW ~~YORK,~~ Jersey
COUNTY OF ~~NEW YORK,~~ Essex - SS:

On this 29th day of January, Nineteen Hundred and Ten, before me personally came SAMUEL F. HYMAN, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Edmund Condit
Commissioner of Deeds,

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS I have heretofore entered into the following contract with the New York Phonograph Company, a corporation of the State of New York:

"New York, March 26, 1906.

"Samuel F. Hyman, Esq.,
302 Broadway,
New York.

"Dear Sir:

"In consideration of the payment to this Company of the sum of Five thousand dollars ($5,000) per year, for the term of two years, payable in equal monthly instalments in advance, on the 26th day of each month, we hereby grant to you and your assigns, the exclusive right to use Edison phonographs and supplies in the State of New York for the automatic slot machines for public amusement purposes, under the terms and conditions provided for in our exclusive contract with the North American Phonograph Company and its successors and assigns.

"Yours truly,
"James L. Andem,
General Manager.

"Approved
H. M. Funston,
Vice-President."

AND WHEREAS I now desire to assign to the National Phonograph Company all the rights whatsoever obtained by me, if any, in and by virtue of said foregoing contract of March 26, 1906;

NOW, THEREFORE, for and in consideration of the sum of Five hundred dollars ($500) and other valuable considerations to me in hand paid by said National Phonograph Company, the receipt of which is hereby acknowledged, I do hereby, for myself and my and each of my heirs, executors and administrators, sell, assign, trans-

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fer and set over unto said National Phonograph Company, its successors and assigns, the said contract and all rights obtained by me thereunder.

I hereby covenant that I have never assigned the foregoing contract nor any interest therein to any person or corporation whomsoever.

This assignment is made to take effect pursuant to the terms and conditions contained in a certain agreement entered into by me this date with Thomas A. Edison, National Phonograph Company, Edison Phonograph Company, Edison Phonograph Works, and Frank L. Dyer, representing all the jobbers and dealers in Edison phonographs and supplies in the State of New York, which agreement was executed in triplicate-original and one of said triplicates deposited with the Nineteenth Ward Bank in the City of New York and is now held by it.
This contract shall be construed and governed by the laws of the State of New York.

S.F.H.
E.C.

IN WITNESS WHEREOF I have hereunto set my hand and seal this — 29th — day of January, in the year Nineteen Hundred and Ten.

In presence of:
George McClarke
Edmund Condit

Saml. F. Hyman (LS)

STATE OF NEW ~~YORK~~ Jersey,

COUNTY OF ~~NEW YORK~~ Essex, SS:

On this — 29th — day of January, in the year One Thousand Nine Hundred and Ten, before me personally came SAMUEL F. HYMAN, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Edmund Condit
Commissioner of Deeds

Put One in our Safe

INSTRUCTIONS FOR KEEPING VARIOUS SOLUTIONS UNDER CONTROL FOR THE PRODUCTION OF NICKEL FLAKE.

FLAKE

Nickel Electrolyte.

The Nickel solution which is best adapted to the anodes which you are using is a solution of nickel sulphate containing some sodium sulphate, which sodium sulphate may amount to 10% of the total solids in the solution. The most desirable conditions are

Metallic Nickel 25 grams
" Copper not above .032 grams
" Iron " " .104 "

These proportions are for one (1) Litre (1000 cc) of solution.

Do not allow the iron and copper in a corrected bath to exceed the figures given above. The Nickel content may vary slightly above or below the above figure (25 grams). It must on no account be allowed to drop below 20 grams per 1000 cc of solution. If this be allowed to happen the deposited metal will occlude Hydrogen and become brittle.

Anodes

The Nickel anodes which you are using have a composition approximating the following figures. Analysis based on first lot of Anodes which were cast by Goldsmith in Newark.

Nickel	97.18
Copper As &Sb	.23
Iron	.75
Graphite &SIO	1.82
	99.98 %

Zinc a trace

These anodes when working give off a sludge composed of Arsenic, Antimony, Graphite, Silica, Basic ferric sulphate and ferric hydroxide. This sludge must be kept from contact with the cathode, by a suitable diaphragm such as is now in use, or the resulting metal will be rough and full of holes. Temperature of Nickel Electrolyte must be kept at or above 104 Fah and must not exceed 140 Fah. Solution should be stirred frequently so that the temperature throughout may be uniform and thus insure a uniform deposit as regards thickness.

The accumulation of anode slime should not be allowed to extend beyond one week. The bottoms of the crocks should then be cleaned very thoroughly and any slime adhering to the crocks must be washed off with a little dilute sulphuric acid, 1 part 66 Deg. acid to 10 parts water.

Copper on Anodes .

If copper should be carried over by bad drum to such an extent that the solution is spoiled and copper reduced on the anodes, remove anodes from the bath, wash off all traces of nickel sulphate with water, and immerse anodes in a 10 to 15% solution of Cyanide of Potash to dissolve the copper. When anodes are free from copper, wash them free from Cyanide of Potash with a jet of water, and replace them in the crock. Do not put the cleaned anodes into an impure solution of the Nickel Sulphate, i.e. a solution containing copper, as the copper will again be reduced by the nickel. Do not use Nitric Acid to clean Nickel Anodes on which there is reduced copper. Do not under any conditions scrape or brush the anodes or allow them to dry in the air. If the anodes must for any reason stand in the air- keep them wet by pouring a little water over them at frequent intervals.

Speed of rotation of the drums.

The drums while Nickel is being deposited should rotate at a speed of

80 R.P.M. A higher speed than this should be avoided unless the metal shows a tendency to "burn"- shown by the appearance of black streaks. The appearance of these streaks <u>without gassing</u> at the cathode, may be overcome by increasing the speed of rotation. If the appearance of these streaks is accompanied by gassing, the addition of 5 to 10 cc of H2 SO4 66 deg. to 20 gallons of solution, with the same addition on appearance of the same streaks, will correct the trouble.

<u>REACTION OF NICKEL ELECTROLYTE.</u>

Should be very slightly acid. The point is attained by adding to the corrected solution, that is after the iron and copper have been removed, removed and the content of Nickel brought up to the point stated on page 1 of these instructions (25 grams per Liter) of 250 cc of Sulphuric acid, Sp. Gr. 65%.9 95 % H2 SO4. After the addition of this acid, stir the solution thoroughly so the acidity of the sol. shall be uniform throughout. The solution is now ready for use.

If while in use the reaction of the bath is changed and the free acid absorbed by an excess of metal passing into solution or by combination with the iron, the fact is at once shown by the tendency of the deposited metal to burn, appearance of black streaks etc. When this happens, add to the solution successive portions of 5- 10 cc each of H2 SO4 till the streaks do not appear. Stir well after each addition of H2 SO4.

Specific Gravity of Nickel Electrolyte

Should be between 1050 and 1075. For ordinary testing a good hydrometer is sufficient. Baume's Hydrometer for heavy liquids- scale 1000 to 1200.

Difference of specific gravity in anode and cathode compartments.

It may happen under certain conditions that the content of Nickel in the cathode compartment may drop considerably below that required for the normal working of the bath, which is indicated by gassing (without streaks), thin deposit etc. To guard against this the solution in each compartment should be compared by means of a hydrometer; if difference in specific gravity is shown the diaphragm should be removed, freed from slime and iron by washing with water and dilute H_2SO_4 (1 part acid 10 water)

Anode Surface.

Five anodes of the size now in use present sufficient surface to keep the bath in good working order. In case the tendency of the deposited Nickel to burn is persistent, and not corrected by solution of acid (as stated above) remove one of the anodes.

Washing of Drums.

To insure that the drums are being thoroughly washed and reduce the contamination of the baths to the smallest amount, the wash water from the drums should be tested frequently. Proceed as follows:
To test the wash water after the drums have received a deposit of nickel. Hold a clean dish under the drum as it passes from the wash stand to the Copper vat, and collect some of the drippings (10 cc) Pour this into a test tube , and add 2 or 3 drops of Ammonium Sulfide,- a black precipitate or darkening of the solution will indicate that Nickel is being carried into the copper electrolyte. Compare this color with the standard tube, which I have prepared for this test. If color is deeper, you should pay more attention to the washing.

To Test Drums after copper has been deposited. Collect wash water as instructed above. Pour 10 cc into test tube and add 2 drops of Ferro-cyanide of Potash. Compare with standard as in case of Nickel. If your test indicates more copper than standard, look for the defect in the wash stand and correct.

Height of Electrolytes.

Keep the level of the electrolytes above the tops of the drums. This applies to all the baths, Copper, Nickel and Iron. Do not under any conditions allow the copper to get below the edge of the drum, as this will allow Nickel to deposit on Nickel and cause trouble at the separators. Make up all loss in the bath from evaporation with distilled water, and replace all solution carried out by the drums, with fresh solution of equal strength. At least 20 gals. of reserve electrolyte (Copper and Nickel) should be kept on hand.

Amount of Nickel which may be taken from electrolyte before it is neccessary to correct.- 300 layers is about the safe limit.

Testings and correction of Nickel Electrolytes.

Take 50 cc of the solution add 10 cc of C. P. Hydrochloric Acid, Sp. Gr. 1.2, dilute to 250 cc and pass Hydrogen Sulfide Gas into the solution until it smells strongly of it. Warm for 10 minutes and filter. Boil the solution free from Hydrogen Sulfide, add 5 cc Nitric Acid, boil 5 minutes, add excess of ammonia, keep warm 10 minutes and filter. A precipitate indicates iron.

To correct the Nickel Electrolyte.

All slime and insoluble matter must be removed from the solution before you attempt to do anything else. Have solution cold.

Add Sulfuric Acid in the proportion of 1 Litre 1000 cc for every 50 galls. solution. Pass Hydrogen Sulfide gas till sol. blackens lead acetate paper. Shut off gas, raise temp. to 150 F. Filter. Boil out the Hydrogen Sulfide andlet cool.

Use woolen bags to filter out copper.

" cotton bags " " " iron.

To remove iron from the bath it is necessary to use Sodium Hypochlorite and Nickel carbonate. Prepare these as below.

Nickel Carbonate.

20 gallons Nickel sulfate solution from Silver Lake, bring to a boil, add gradually a saturated solution of Sodium Carbonate (Soda Ash) till at the end, a fresh addition of carbonate will produce no further precipitate. Allow the precipitated Nickel Carbonate to settle, and siphon off the clear liquid. Add distilled water to the precipitate, stir well, allow to settle, siphon off clear solution. Repeat washing as instructedabove. To test when the washing is complete put someof the clear solution from which the Nickel Carbonate has settled into a test tube, add a few drops of Barium Chloride, and in case there are sulfates in solution you will get either a white cloud or a heavy precipitate, depending on the amount of sulfates. If the Barium Chloride does not produce a precipitate it will show that the washing is complete.

Sodium Hypochlorite.

Dissolve 5 pounds of good Chloride of Lime in 20 gallons of distilled water. Break up all lumps and agitate thoroughly. Let settle and decant clear solution into a clean crock. Now add to this clear solution, stirring after each addition, a saturated solution of Sodium Carbonate

until no further precipitate is produced. Allow to settle completely, transfer to a carboy. Be careful that only the clear solution is put into carboy. Keep out of sunlight, away from steampipes, and keep the stopper in at all times.

To correct Nickel solution from iron.

Take 500 cc of solution on which to figure proportions for top tank. The most simple test for the amount of Hypochlorite which is needed to oxidize the iron in any sample of the nickel electrolyte is as follows: Take several portions of 100 cc each, add to the first .1 to .2 cc Hypo from carboy, to the second double the weight added to the first and continue in the same proportion of increase with the third, fourth and fifth. Neutralize each one of the samples with Sodium Carbonate and boil 10 minutes. Filter off precipitate, and proceed to test each of the filtrates for iron, by boiling a few minutes after the addition of a few drops of Nitric acid and adding an excess of Ammonia.

Select the sample which is free from iron and in which the smallest proportion of Hypochlorite has been used. Increase the proportion to correspond to 500 cc of Electrolyte and boil 10 minutes. Now add carefully Nickel carbonate prepared according to instructions above, until the solution is just neutral. Note carefully the weight of the Nickel carbonate paste used.

Measure the volume in gallons of sol. in the top tank by referring to the following table.

Table showing no. of gallons corresponding to inches.

In.	Gals.	In.	Gals.	In.	Gals.	In.	Gals.	In.	Gals.	In.	Gals.
1	9.7	6	58.2	11	106.7	16	155.2	21	203.7	26	252.2
2	19.4	7	67.9	12	116.4	17	164.9	22	213.4	27	261.9
3	29.1	8	77.6	13	126.1	18	174.6	23	223.1	28	271.6
4	38.8	9	87.3	14	135.8	19	184.3	24	232.8	29	281.3
5	48.5	10	97.0	15	145.5	20	194	25	242.5	30	292.0

Multiply the number of cc of Hypochlorite solution and the number of grams of Nickel carbonate paste by 7.56 and this product by the number of gallons of Nickel solution in the tank which is to be treated.

After Copper, Arsenic and Antimony have been removed from solution and Hydrogen Sulfide boiled out allow to cool and proceed to remove the iron. Have solution cold. Add the Sodium Hypochlorite as determined above. Bring solution to a boil and continue to boil one half hour. The solution is now ready to neutralize by adding the Nickel Carbonate, which should be added in small portions at each time. When the whole of the Nickel carbonate is added continue boiling to expediate the decomposition of it. As a rule 20 minutes boiling will be sufficient to throw out the iron.

Allow the liquor to settle and filter through clean cotton bags. When filtering is complete add to the solution 250 cc of 66% Sulfuric acid, stir thoroughly to mix the acid in the solution. The bath is now ready for use.

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T R O U B L E S

1 Dark Nickel Deposit . Cause - too much copper in the nickel vat due to defective drum, or insufficient washing. Remedy - Short circuit the drum at once, remove solution from vat, clean copper from anodes. Put fresh sol. in vat and start plating from it. Do not use metal which is dark in color from the above cause.

2 Black Streaks. Cause- Alkaline reaction of the bath. Lack of nickel in the solution. Speed of drums too low. Remedy- Add 5 cc of H_2SO_4 66 deg. Bé to the vat containing 20 to 25 gallons electrolyte. If trouble persists speed up the drums for a time. Examine specific gravity of the solution.

3. Thin deposit or thinner at top than at bottom. Caused by uneven concentrated or temperature of solution. Remedy- stir bath thoroughly with a paddle.

4. Considerable surface tension of deposited metal. Caused by Deposition of Hydrogen with the nickel, too much iron in bath, cold nickel electrolyte (below 104F) and lack of proper adhesion of the cement copper. This surface tension is generally shown by a new bath, and will disappear after washing some time.

5. Nickel deposit become granular that is not smooth- shows a grain and feels rough. Cause- too much copper and iron in the solution, causing local action at cathode. Remedy- Change electrolyte.

6. Nickel deposit shows fine specks spread over the surface. This is the beginning of above trouble (5) and should not be allowed to get worse. Cause and remedy as above.

7. Deposited metal is brittle Cause- iron in solution or lack of acid in bath. Remedy- if reaction of bath is acid, examine sol. for iron, if considerable iron is present add to the vat 20-25 cc of a saturated sol. of Chlorine gas in water. This will cause the projections and brittleness to disappear at least temporarily, and should be repeated in case the trouble appears again.

To prepare the solution of chlorine water.

Take about 1 oz. of manganese dioxide, put into a flask and cover with 300- 400 cc commercial Muriatic acid, heat and pass the evolved gas into distilled water until it smells strongly of the gas. Keep a large bottle of this solution on hand at all times. Use as above. Do not use this solution unless reaction of bath is first made acid.

When starting a fresh Nickel bath it may happen that the deposited metal shows a tendency to burn. Remedy- cut the current down to 150 amperes and continue at this rate for 5- 6 layers, then raise the current to 175 amperes and hold this rate for 5 to 6 layers more, then raise to 200 amperes, which is the most suitable rate.

Copper Plating Bath

To prepare this bath dissolve copper sulfate in 250 gallons of distilled water until specific gravity stands at 1170 to 1190. Now add 50 pounds Sulfúric acid. Bath is now ready to use and will give no trouble if the following simple precautions are observed.

1. Keep up the content of copper in the bath, by adding copper

sulfate at least twice a week, and at the same time add 5 pounds Sulfuric Acid 66 deg. Bé.

2. Keep all metals other than copper and lead out of contact with this solution.

3. If black slime forms on the anodes remove from bath, and wipe them clean with cloth and replace . Do not allow them to oxidize in air.

4. A considerable variation in the voltage of the copper bath while metal is being deposited indicates that copper is being deposited by secondary reactions and is due primarily to a considerable deposition of Hydrogen caused by too much acid or not enough copper. Remedy- bring up the copper in the sol. to the right amount by adding copper sulfate. If the amount of copper is known to be up to standard, examine anodes for slime which if present should be removed as stated under 3.

5. Keep the level of the solutions above the tops of the drums as instructed on page 5.

6. This bath will stand 225 amperes but no more. 200 amperes is safer.

Copper Dip Solution

250 gallons distilled water. Crystallized copper sulfate sufficient to bring gravity to 1170.

Keep this solution to gravity by the addition of copper sulfate.

It is not necessary to do anything to this solution except keep up the strength, and filter out insoluble matter twice each month.

Use only distilled water.

Keep covered when not in use.

Iron Bath

This is a solution of iron and ammonium sulfate in distilled water. Specific gravity 1100 to 1150.

This solution is quickly oxidized by contact with the air, and should be

kept covered when not in use.

Filter once every week.

Keep iron anodes clean as possible.

Test gravity with Hydrometer once every week- if low dissolve iron and ammonium sulfate till gravity is right.

Use only distilled water.

Before depositing the first layer from above sol. stir thoroughly with a paddle. Do this with each crock.

Have surface of drums chemically clean before depositing iron.

Separating the Nickel from the Copper.

The punched flake should be examined with microscope frequently to make sure that the machines are doing their work properly, and not clinching the metal together.

For each pound of Copper Nickel stock take 10 pounds of solution made up as follows

5% Copper Sulfate

5% Ammonium Sulfate

50% 26 deg. Aqua Ammonia

40% Water — All by weight

Use a good grade of Ammonium Sulfate.

In case you are using recovered Ammonia from the still, the proportions will be

5% Copper Sulfate

5% Ammonium Sulfate

90 % 18 - 19 deg. Ammonia.

Loss of Ammonia from the separating apparatus should be prevented by suitable covers.

Examine contents of separators every now and again to see how process is going forward. If the flake remains in the apparatus after the separation is finished it will be curled up and give a considerable proportion of "fines".

When the separation is complete as indicated by the appearance of a sample, that is when it feels soft and shows no copper, withdraw an average sample, wash free from copper, dry and examine under the microscope for copper, also unseparated pieces. If the sample shows no copper color and the separation seems complete, dissolve 1 gram in Hydrochloric Acid 20 cc dilute to 250 cc warm, and pass Hydrogen sulfide gas till copper is all down, wash precipitate till nickel is all out with H2S water. Dissolve copper in 5 cc aqua regia, neutralize with NH4 OH and add 10 cc excess. Compare the strength of this blue color with a standard sample. If color is weaker than standard pass the flake as separated.

Transfer flake to centrifuge and drive out excess of copper & Ammonia. Wash repeatedly with 18 deg. Ammonia water until a sample of the wash liquor taken from the bottom of centrifuge gives no test for copper with Potassium ferrocyanide as follows:

Take sample of wash water in test tube, add a drop of dilute Nitric acid and 2 or 3 drops of the ferrocyanid sol. If copper is present there will be a red brown color developed. (Made the above test and am familiar with same A.B.K.)

Now continue washing with water until a sample of wash liquor does not show an alkaline reaction with red litmus paper and gives no odor of Ammonia when boiled.

Now remove flake from centrifuge and transfer to 40 gallon crock, and cover it with 20 gallons of water containing 1/2 pound Nitric Acid. Allow to soak 15 minutes. Separate from the bulk of the acid and wash free from acid with pure water. The acid solution may be used again.

Drive off water, transfer to pans and dry.

Recovery of Ammonia and Copper oxide, from spent solution.

Each of the absorbers should be filled 2/3 full of water. See that all check valves are in good working order.

Put into the boiling still two pails of waste potash solution from the testing department. Fill half full of the solution from the storage tank, and boil slowly till the steam has no odor of ammonia. Avoid any considerable pressure beyond what is needed to force the gas through the apparatus.

The recovered ammonia should test from 18 to 19 deg. Be .945 to .939 Sp. Gr.

Draw the solution off and let settle in a crock, the clear solution of sulfate of potash goes to the sewer, the copper oxide is treated as under recovery of copper sulfate.

Do not run cold ammonia liquor into a hot still unless valves are open.

See that all check valves work before you start apparatus, and test them while still is in operation.

Recovery of Copper Sulfate from Copper Oxide

The copper oxide is first washed free from sulfate of potash, then dissolved in Sulfuric acid. Insoluble matter is settled out and the solution boiled down till gravity is over 1200. Run off into crystalizing pan and allow to cool, then the crystals are scraped up on to a coarse screen and allowed to drain, then dried in the sun. This copper sulfate may be used to keep up the strength of the copper baths and in making up solution for separators.

Test wash water from Copper oxide with Barium chloride- the presence of sulfate is shown by a white precipitate.

Plating drums with Nickel.

Drums need not be polished, but should be free from tool marks.

Clean with benzine,/dry.

Put into 15% solution of Cyanide of Potash for 10 minutes.

Wash with water.

Put into copper sulfate solution of same composition that you are using for the regular deposit of copper.

Plate one hour at 25 amperes.

Wash with water.

Put into Nickel bath, which is a solution of Nickel Ammonium Sulfate of Specific gravity 8 Be. Keep temperature at 104 deg. and plate 15 hours at 20- 25 amps.

Stir solution frequently and rotate the drum several revolutions every hour.

Wash, dry and go over the surface with coarse, medium and fine emery cloth.

Current density and time of deposit in the different baths.
Nickel 300 ampere minutes, i.e. 200 amperes 1 1/2 minutes or its equivalent.
Copper, 300 ampere minutes , 200 amperes 1 1/2 minutes or its equivalent.
Iron, 100 amperes 3/4 minute.

Nickel Sulfate from Silver Lake

The specific gravity should be close to 1.136 to 1.140 and the content of nickel should be about 49 grams per liter.

Do not assume the purity of this solution,- test it for copper and iron before you use it.

For use in making up the Nickel electrolyte, dilute it with an equal volume of distilled water

Aqua Ammonia 26 deg. Each drum should be tested at least with a hydrometer when received. If low test it is not worth 5 cents per pound.

Harry F. Miller File
Letterbook

This letterbook covers the period January 1908-May 1916, with one additional item from 1907. It consists of correspondence and memoranda pasted or pinned into the book, as well as numerous loose items. Included are incoming letters addressed to Miller and Edison; copies of correspondence sent by Miller on Edison's behalf; handwritten memoranda from Miller to Edison; and handwritten instructions from Edison to Miller. The items from 1908 illustrate Miller's assumption of secretarial duties after the suicide of John F. Randolph. Among the correspondents are longtime Edison associates Sigmund Bergmann, Frank L. Dyer, Edward H. Johnson, and Josiah Reiff. There are also letters to and from Thomas A. Edison, Jr., William Leslie Edison, and other family members, including Nellie Edison Poyer and Charles F. Stilwell. The spine is stamped "Letters." The book contains 498 pages and an index; many pages are blank. Approximately 80 percent of the documents have been selected.

Concrete

Houses

Harry Miller

George to new letters send

Cercular to those who have

recd cercular say I have gone

to Fla & you will hold it until I return

2

Harry Miller

While I am away all orders for Lab are to be OK'd by you—

Edison

7/20/08

Mrs Stillwell, Hamilton Canada $25 monthly
S O Edison Milan Ohio $100 monthly
Mrs Poggi — 125 + Extra — $150,
Tom — Willard $50, Weekly
William — $40, weekly
~~[illegible]~~ Mrs Sarah Stillwell, (Contract monthly payments $25, weekly)
Marion Osier $200 monthly
J C Riffe payments while gone *
~~Capt Miller~~ —
~~[illegible]~~
~~[illegible]~~

MAR 13 1908

Subscribe to General daily
Sun. Times & Herald —

also send all the
Scientific papers
same as now sent to
House —

1c-4og

OK add 25 per month to the regular allowance until further notice [illegible]

Chicago Ill.
Jan. 26-1908.

My dear Uncle.
Arrived here from Port Huron. on my second trip to Milwaukee. My son's case needs special treatment. and am advised to remove him from where he is. as the surroundings are very depressing. and it is impossible for me to be there with him. I'm going to take him where I can be near him. as it seems to help him. and in order to do this. I'm forced to ask you. Uncle.. if you could advance me twenty five dollars a month extra. for a few months. or until my son gets on his feet again. Uncle. I'm in an awful position. and its as hard for me to ask this of you as to die. but I feel that my sons life is in my hands & I want the comfort of knowing that I have done what or all I could. He was a good honest boy earning his own living & never gave me a moments trouble. and now that disaster has overtaken him I want to help him if I can. Out of so much trouble must come some good. What you advance me now. I want to pay back to you. If I have to live on bread & water. This condition

7 Williams has been brought on by poor health- He
has been sick for three months. but thought it would
worry me to tell me. so kept on trying to work until
he collapsed- I've left Charley in Port Huron and have
to pay for his board and care there. while he is in
school there- Please Uncle write me a few
lines. for I've had so much to bear- My
daughter. Lucile. is living here in Chicago. and
thank "God" she's happily married. She is not
rich but she has a kind. good husband-
(Hope you are well)-
Your loving niece
Nellie Edison Poyer

+3259- South Park ave
Chicago Ill -

W. H. Miller
Orange, N. J.

Ans. 3/4 - See next page
Recd MAR. 4 - 1908

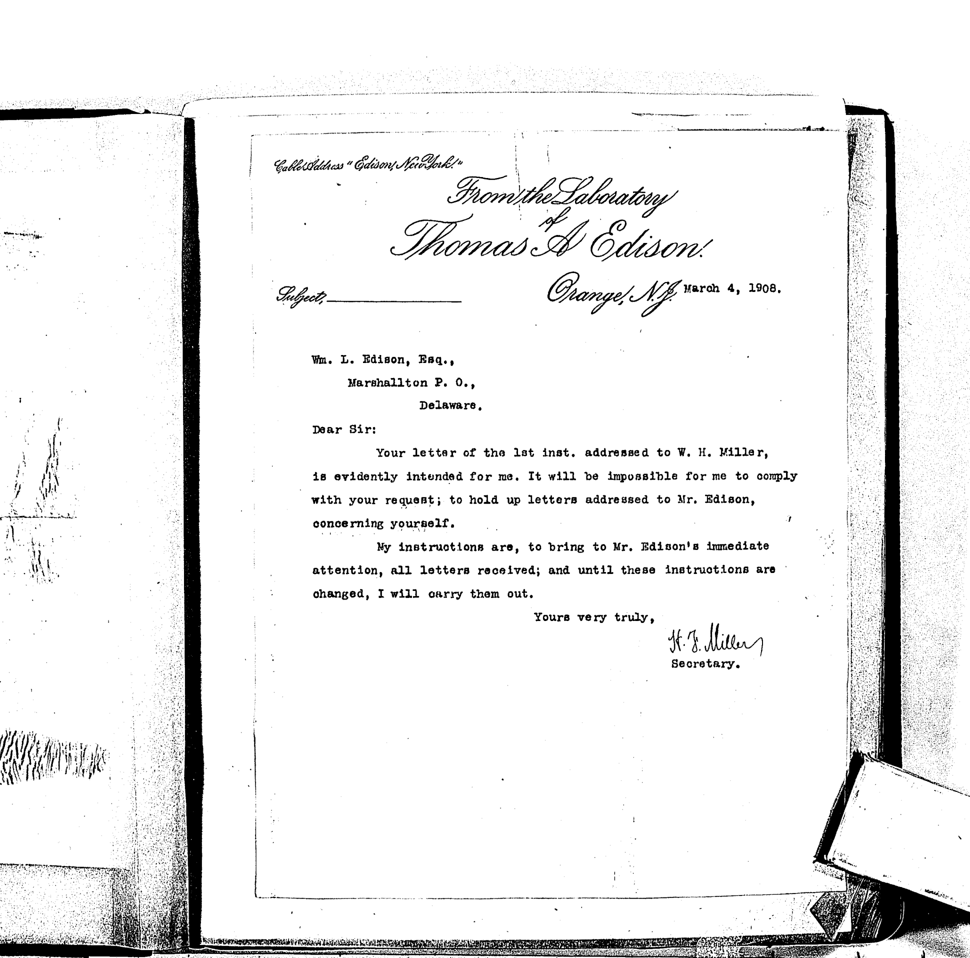
Dear Mr Miller -

I do not remember of asking you ever to do me a favor before but under the present condition of affairs a certain favor would be greatly appreciated. My father, evidently was very much put out by my connection with the National Cement Co. He requested me to get out and this request has been complied with. I have just been informed that certain parties who are always ready to hand me a pleasant kick behind my back, have written to the Laboratory, complaining about me. The favor I ask of you is not to show these letters to my father as it will only open up an old sore. I have notified my lawyers to compell the Cement people to accept my resignation and by the time my father is out and in position to take up business the cement business will be a dead issue as far as I am consarned. If you consider it absolutely necessary to show there letters, then kindly hold them up until I have had a chance to see my father and have him understand my position in the matter.

Thanking you for this favor, and I remain

Very truly yours
William L. Edison

3/1/08
Marshallton - Del.



Cable Address "Edison, New York."

From the Laboratory of Thomas A. Edison.

Subject: ______________

Orange, N.J. March 4, 1908.

Wm. L. Edison, Esq.,
Marshallton P. O.,
Delaware.

Dear Sir:

Your letter of the 1st inst. addressed to W. H. Miller, is evidently intended for me. It will be impossible for me to comply with your request; to hold up letters addressed to Mr. Edison, concerning yourself.

My instructions are, to bring to Mr. Edison's immediate attention, all letters received; and until these instructions are changed, I will carry them out.

Yours very truly,

H. F. Miller
Secretary.

Confidential

Reiff. Its all I can do just now is to pull them your life insurance. Johnny see me about this.

J. C. REIFF,
20 BROAD STREET.
TELEPHONE, 754 RECTOR.

New York. Feby 10th 1908

My dear Edison

I note by a statement in the paper yesterday that you may leave soon on your annual trip South. I beg you will not fail to leave behind such instructions as will enable Randolph to help me out on my life insurance.

Although I am without current means I have been able to fix things so I can push things over until April except life insurance.

I am compelled to meet some legal expenses currently, but the principal fees must await some settlement of our case. It is very humiliating but I am using every good friend I have, until I can realize.

My life insurance necessities are as follows:

N.Y. Life. Feby 16/1908	——	$457.— Paid
Equitable " 27/1908	——	482.— Paid
" Mch 24/1908		321.50 Paid

OK J. R.

The Penn Mutual I have rec'd a 3 mos extension on — Of course if you can add a little monthly for my personal needs, please do so. I know you are willing.

Yours faithfully
Josiah Reiff

J. C. REIFF,
20 BROAD STREET.
TELEPHONE, 754 RECTOR.

Harry Miller Mch 10 1908
Let Reiff have the money I arranged with you for until I return from Fla—
Thos A Edison

[illegible]rk. Mch 10th 1908

Mr Harry Miller
Edison Laboratory
Orange N J

Dear Sir

I saw Mr Edison today & was delighted to find him able to go home today.
I enclose you a card he gave me which will explain itself in regard to certain funds he was arranging for me.
You will find on file my letter of Feby 20/1908 naming certain amounts needed up to & including Mch 24th inst—
The amt needed for Feby 16th ult. I duly recd— the check was signed by ~~[illegible]~~ Randolph, possibly about the last check he signed—
I would have needed ~~[illegible]~~ $482.00 on Feby 27th ult. but for the illness of Mr Edison. Of course I could not trouble him & I made a temporary arrangement.—
Mr Edison told me today I should have another [illegible], but I did not know of your appointment to Randolph's place. Please therefore send me check for $482.00 & then send me check for $321.50 by 23rd inst. as I must get

It is time [illegible] 24th— Mr Edison expects to return from [illegible] & Lands about Apl 15 by which time I hope he will be perfectly [illegible] [illegible]

ROYALTY

Deutsche Edison Akkumulatoren Company.

To be paid Quarterly. Last statement December 31, 1907.

See agreement dated September 28, 1905, in F. L. Dyer's Office.

The following Bonds are held by Union Trust Co N.Y.

$150,000.00 Union Pacific R.R. Co. 4% Bonds - Int due Jany & July
51,000.00 N.Y. Central & H.R.R.R. Co. 3½% " " " " "
99,000.00 Northern Pacific R.R. Co. Prior Lien 4% " " " Jany, Apl, July & Oct

Thos. A. Edison, Trustee

See letter page 57

Thomas A Edison $14.000.00
To Chas Stilwell $14.000.00

Due Mr Stilwell as per agreement dated June-8-1903 (Cash $1000.) also $25.00 per Week for ten years.

Copy Jnl Entry - Book 10 - Page 1

APR 16 1908

Harry Miller —

for $100.

Send a check at once to ~~William Ed~~ W L Edison wife addressed to Hotel Imperial NY He is stranded & borrow a check so he can get it at once —

T A E

TELEGRAM
The Western Union Telegraph Company
THE LARGEST TELEGRAPHIC SYSTEM IN THE WORLD. OVER ONE MILLION MILES OF WIRE IN THE UNITED STATES AND CANADA.
It has over 24,000 Telegraph
SEE OTH

Extracts from Agreement
between Thos. A. Edison and Edison
Portland Cement Co dated June 9th 1899

$9000.000.00 or all Common Stock to be assigned to TAE.

179965 shares to T.A.E.
5 " " H. Page
5 " " W.H. Shelmerdine
5 " " E.C. Miller
5 " " L.S. Bent
5 " " W.S. Mallory
5 " " W.S. Pilling
5 " " T. I. Crane
180.000 @ 50.00 = 9.000.000.00

Compensation for services

1/2 difference between 60¢ bbl & actual cost if sold for 1.00 or more
" " " 54¢ " " " " " " 90¢ to 1.00
" " " 48¢ " " " " " " 80 " 90
" " " 42¢ " " " " " " 70 " 80
" " " 36¢ " " " " " " 60 " 70

2¢ per bbl added to cost for selling expenses

Heirs to get 1/2 of above in case of death

T.A.E. shall retain $4.948.250. of Common stock
He shall assign 3.000.000 " " "
as bonus for 1st 1000.000 preff stock
" " " 300.000 to Treasury
" " " 750.000 " Harlan Page

Willis recd the 3rd 60

Douglas Manor Inn,
DOUGLASTON, L.I.

My dear Father —:

Yours received, and in reply would say that I will take your advice and have my plug put on the market by the manufacturers on a royalty basis. The reason why I have not done this is because I wished to keep the control in my own hands and I have been approached by three plug manufacturers on that very same proposition but refused thinking I could do better myself.

Of course it will take some time to change and I will go over to the Jeffery-Dewitt Co and try and close with them.

It will be at least two months before any quantity can be turned

out and in the meantime I will try and get along the best I can.

I knew exactly what you would say in regards to the money for the launches so I was not dissappointed. I am a little behind now in my finiances and will go into the city monday and look for a position. As things are just at present I do not know what I shall do. I know no other business outside of automobiles and launches and under the present condition of affairs it is hard to get a position but I will endeavor to do the best I can. I will ask you but one favor which will be the last and that is to have Miller make out a check to J. E. Tench the proprietor of this house for thirty one dollars and sixty cents, the amount due to date. Blanche went home on account of our financial condition and it did not turn out as well as we expected as it took nearly twenty three dollars to see her there, including trunks etc. Miller can take out two dollars each week on check. I ask you this last favor and I will not bother you ever again.

I am not exactly down hearted but mighty damn near it. I have been informed that within a month it will be necessary for me to be operated on and everyone thinks it so strange that it should come at this time. It is practically the same thing that you went through recently

4.

It is getting more painfull each day and you can bet your life I will keep it off till the last moment. The gathering at the ear is getting larger and larger every day and when it is neccessary to be operated on, I want you to give me a letter of introduction to the doctor who operated on you. I will pay for my own operation if I have to go out and steal it. I have asked you the last favor in this letter and I wont bother you again. I am going out to work and going to stick to it no matter what my plug may bring in. The only regret I have in placing my plug on Royalties is, that it deprives me of a business to look after —

Your loving son

Saturday William

The Edison Portland Cement Co.

Robert H. Thompson, President
W. S. Mallory, Vice-President
Thomas A. Edison, Gen'l Manager
Willard P. Reid, Secretary
J. F. Randolph, Treasurer

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. ADDRESS, STEWARTSVILLE, N. J.

SALES OFFICES:
PHILADELPHIA, PA., Real Estate Trust Bldg
NEW YORK, N. Y., St. James Building
PITTSBURGH, PA., Machesney Building
NEWARK, N. J., Union Building

Nov. 12, 1907.

Dear Mr. Edison:

I have made an arrangement with Mr. H. C. Stephens, Phillipsbutg, N. J., to take charge of the necessary missionary work, manufacturing and installation of the giant rolls in connection with various crushing plants. Mr. Stephens will report to us for work between Nov. 15th and 20th, and in accordance with our conversation, I have agreed to pay him a salary of $200.00 per month and necessary traveling expenses and have told him that if he makes a decided success of this work and handles it so that it is satisfactory to us that I have no doubt but what we can do better for him in the future.

I understand that you will carry Mr. Stephens on the Laboratory pay roll, charging his expenses against the royalties which we will receive. If this is in accordance with your understanding, please so advise Mr. Randolph.

OK TAE

Yours very truly,

W S Mallory

V. P.

WSM-RBS

Harry — I left $800 with
H Hedman to pay bills like this —
and Call to [illegible] Co. E

Chg H. E. Hedman 800.
P & Loss 800.

Mr Edison

No reason you shouldnt
Keep the accounts separate. E

Can I carry an account on your books
with the Edison Chemical Works? Mr Randolph
Combined this account with the Edison Storage Battery Co
although he sent the bills to Silver Lake direct where
they were credited on their books to you. Consequently
your books dont show that they owe you anything
while their books do. I dont know why he ran the
two accounts together unless for legal reasons.

5/13/08

H. F. M.

Mr Edison

The Storage Battery Co are not billed with rent for Hoopers testing room on top floor of Laboratory. Do you want to Charge them rent for the space occupied?

H. F. Miller

Yes – charge for supper, heating, Lighting Etc + Rent based on $5000 yearly for whole Lab. according to floor space. E

20 x 10

41 x 25

100 x 25 2500 Hopper

28 x 25 700 Hilliard

Mr Edison:-

Here is an old memo, I found in Randolphs drawer in desk. I do not think any action has been taken in the matter. Do you want Helm to attend to it If so what do you want the capital reduced to ?

No let it stand as it is TAE

H. F. M.

5/14/08

U.S. Co. 250 Capital.

Only 10,000 Capital.

Reduce Capital Stock of Mining Exploration Co of N.J.

Mr Edison

Shall I continue to pay Randolphs salary to Mrs Randolph

H. F. M.

MAY 19 1908

Yes until further notice

TAE

Mrs J. F. Randolph

#36 Main Av

Ocean Grove

N. J.

Sent 7/27/08

July 27-1908

Harry Miller — send rigt [illegible]

Advance John W. Hyatt.

$200. on account of Experiments

for duplicating Records —

Chge. N.Y. Pat Co

T A E

Send By Mail to

John W. Hyatt,

141 Commerce St

Newark N.J.

FORM 47A

TRADE MARK
Thomas A. Edison

The Edison Portland Cement Co.

ROBERT H. THOMPSON, PRESIDENT
W. S. MALLORY, VICE-PRESIDENT
THOMAS A. EDISON, GEN'L MANAGER
WILLARD P. REID, SECRETARY
H. F. MILLER, TREASURER

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. ADDRESS, STEWARTSVILLE, N. J.

SALES OFFICES:
PHILADELPHIA, PA., Arcade Building
NEW YORK, N. Y., St. James Building
PITTSBURGH, PA., Machesney Building
NEWARK, N. J., Union Building
BOSTON, MASS., Post Office Square Bldg
SAVANNAH, GA., National Bank Building

July 17, 1908.

Mr. Harry F. Miller, Treas.,

Edison Laboratory,

Orange, New Jersey.

Mallory should approve this JFG

Dear Sir:

Please find attached carbon copy of my letter to The Woodruff & Pausch Stone Co. of even date. As per my letter of yesterday to you, which Mr. Mallory approved this morning, referring to his wishing you to finance the expense account of the Edison Crusher Business instead of my having to draw on them at New Village ~~sometimes~~ when I need the money, I beg to ask you to kindly send The Woodruff & Pausch Stone Co. check for $125.00, expense money referred to, which I borrowed of them on Mr. Edison's account, on July 3rd. They very kindly let me have the cash and I would appreciate it if you would kindly mail them a check at your earliest convenience. The Woodruff & Pausch Stone Co. will probably very soon sign up a big contract with us for the installation of an Edison Crusher Plant.

Thanking you in advance, I am,

Yours very truly,

H. C. Stephens

Manager, Edison Crusher Business

OK WSM

HCS-CEM
Enclosure

Miller — Having me check of T. A. E. for $1570. to purchase the ten shares of stock of Edison Phonograph Works owned by Mrs. J. F. Randolph — Mr Edison having agreed to pay

her $157 — for each share

W. E. Gilmore

6/26/08 —

Anna E. Randolph, Executrix

Mr Edison

What shall I charge Meadowcrofts salary to ?

H. F. M.

Personal

10/7/08

T A E

12/16-08

Mr Miller;

The Various sums advanced J. W. Hyatt are as follows; Viz

1908			
July	29	Cash	200.00
Sept	4	"	500.00
Oct	16	"	500.00
"	27	"	300.00
Nov	23	"	300.00
Dec	5	"	200.00
"	16	"	1,000.00
		Total	$ 3,000.00

E. E. Hagerty

2527 Prospect Avenue
Cleveland, Ohio

Harry =
Put her on for $25. monthly
until further notice — E

JAN 25 1909

Jan 24 1909

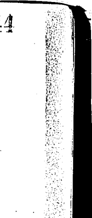
Dear Cousin Alva

Circumstances compelles me to write you this letter. I have known for a long time I should have to ask your help. With an invalid daughter. & I am broken in health makes life a burden to me I try so hard to keep a home for us some times I cannot afford to get the medicine for her which she needs. I will be seventy five years old next month the fourth of Feb. I tell you Alva its very hard to be left in this way. I

am going to ask you if you will
give me a monthly allowance of
twenty five or thirty dollars a month
as long as I need it. I thought with
your many millions you would never
miss it. It would be like a fortune
to me & what I earn in this house
it would help lift the burden off
my shoulders & I know with your
good heart you never would regret it.
I would only be to glad to compensate
you in any way but I know its
impassiable for me to do so. I am
sorry to trouble you but you are the
ony one I cane look to for relief.
with love from cousin Lizzie

I hope you will not think I have
asked to much of you but realy Alva
I hve not had the comforts of life fo severl
years

Mrs Lizzie Wadsworth



REFER TO THIS NUMBER
IN YOUR REPLY

189

MEMORANDUM

FRANK L. DYER,
ORANGE, N. J.

Mr. H. F. Miller: 12/31/08.

Commencing January 1, 1909, my salary, now paid by Mr. Edison, amounting to $7,000.00 per year, is to be discontinued.

FLD/IWW F. L. D.

Harry
Send him $200, JAL

Burlington - N. J.
January - 30th 1909

My dear Father -

Now that I am gradually regaining my strength and my nerves are under partial control - I thought I would write my first letter to you - It is hard to know just how to show my great appreciation and gratitude for your loving kindness in coming down to see me - it was indeed a comfort to my mind and body - The interest you took in our little home was a great pleasure ~~to me~~ - I am progressing as well as can be expected according to the voice of Dr Blair - of course I am discouraged to think in the midst of all my doings - I am suddenly struck down with this unfathomed disease but with my strength and the strength of your affection and the love and help of my dear wife - I am spared my life to fight my ambitions - It is very distressing and worries me

very greatly to think my unfortunate head trouble must incapacitate me from making or saving any money as your good judgement must tell you- Please Father overlook all my requests- I have no one else in the world to whom I could appeal- our expenses here for the moment are very great- we have employed help in the kitchen (something we never do-owing to our financial position)- and all sorts of other necessary things messengers- all of which have about depleted our bank account- My wife has done everything possible to save at every turn- in fact she is always doing this- but at present we need assistance Now Father I am going to ask you to help us out temporarily by letting us have a little money just to help us get straightened out here in the house-with our increased home expenses and until we are on our feet again.

You have done so much for me and my dear little wife- to make us both comfortable and happy- you dont know what an effort this is to ask this favor- and unless it was very necessary- I would not ask you now- I hope I will in many ways show my gratitude

I was so sorry I was taken ill before I was able to complete the little Garage- as I wanted to finish it myself- but in view of my present health- I guess it is best to have someone else finish it up- a carpenter is going to work on it Monday- and as soon as he is finished the painter can go ahead- I will feel confident when it is completed I will have as fine a little building of its kind- as there is anywhere- I still have to thank you again for letting us have another auto- even the thought of it helps me to gain strength in order to have a few rides before I am seized with another attack- I do so enjoy the pleasure of an auto- for I have found it to be about the only thing that does not torture my head-

I was very proud of the White Steamer. and had a great many enjoyable rides in it. but keeping it in repair was perhaps a little too much for my head - although I can truthfully say I was always greatly interested in the work -

I hope I will be able to see you soon - and that you will find time again to visit us - I was very sorry I was so sick while you were here - as I wanted to talk to you about lots of things -

I guess I will close now - as my arm aches a little and my nurse wants me to take some medicine.

With much love to you and my dear mother - who I love very dearly believe me always -

your affectionate son

Tom

Harry
[illegible] 200, Jce

Burlington - N. J.
January - 30th 1909

My dear Father

Now that I am gradually regaining my strength and my nerves are under partial control - I thought I would write my first letter to you - It is hard to know just how to show my great appreciation and gratitude for your loving kindness in coming down to see me - it was indeed a comfort to my mind and body - The interest you took in our little home was a great pleasure to me - I am progressing as well as can be expected according to the voice of Dr Blair - of course I am discouraged to think in the midst of all my doings - I am suddenly struck down with this unfathomed disease but with my strength and the strength of your affection and the love and help of my dear wife - I am spared my life to fight my ambitions - It is very distressing and worries me

Mr Edison

Pelzer telephoned that you had agreed to give Wm Edison some more money

H.F.M.

$1000 – spread payment over as long a period as possible $200 at a time – Hang back & say can't spare –

TAE

7/15/09

W. J. Miller

RECEIVED.
FEB 8 1909
FRANK L. DYER.

Dear Mr Dyer—:

I have leased the house at Essex Fells for a term of three years. I would like to get out there as soon as possible and in order to do so must send for my furniture at once.

I would thank you for the following checks— made payable to—:

Garrett & Miller — $44.00 - Storage - Wilmington Del
Gregg Danby — $5.00 - removal to Depot " "
Wendell & Treat — $75.00 rent in advance

I have the $10.00 as they did not require a deposit but I will use this for coal.

In addition to the house & 15 acres the owners have given me a small cottage on the place for an office and factory at the same rental.

One more favor, please do not take the $15.00 out of check until the first of March. as there are lots of small expenses incidental to moving

Sincerely yours
Will. Edison

Saturday morning

[ATTACHMENT]

REFER TO THIS NUMBER IN YOUR REPLY

368

MEMORANDUM

FRANK L. DYER,
ORANGE, N. J.

all right
but deduct only $10. per week

2/8/09.

Mr. H. F. Miller:

I hand you herewith letter from W. L. Edison in reference to his taking a house in the country. I mentioned this matter to Mr. Edison a few days ago and he agreed to advance him up to $150.00 to cover the moving expenses, the amount to be reimbursed at the rate of $15.00 per week. Will you see that the checks referred to are sent to W. L. E. I think his request to withhold deducting the $15.00 weekly until March is reasonable.

FLD/IWW

F. L. D.

Enc-

Dyer Ans 2/9/09

FORM 47A

TRADE MARK
Thomas A. Edison

The Edison Portland Cement Co.

Thomas A. Edison, Chairman of Board
Robert H. Thompson, President
W. S. Mallory, Vice-President
Willard P. Reid, Secretary
H. F. Miller, Treasurer

Telegraph. Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. ADDRESS, STEWARTSVILLE, N. J.

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PITTSBURGH, PA., Machesney Building
NEWARK, N. J., Union Building
BOSTON, MASS., Post Office Square Bldg
SAVANNAH, GA., National Bank Building

February 1, 1909.

OK ✓ E

Dear Mr. Edison:

After very careful consideration by Mason and myself, we have decided to dispense with the services of Stephens, so have given him thirty days' notice today. In the meantime we have made an arrangement with Howard Williams to take up the work so that we will not allow it to suffer.

Mason was at Tomkins Cove on Saturday and met all the Tomkins Cove people and learned that while they are very much interested in the proposition they do not plan to do anything this year other than get their general plans out, decide on the type of machinery and be ready to install it next fall and winter, so do not think that letting Stephens go will in any way affect this prospect.

As I told you the other day, Stephens has reached the point where he absolutely pays no attention to instructions given him by Mason or myself, and in view of certain recent developments, we have concluded it was unwise to go on with him any longer.

Yours very truly,

WSMallory
V. P.

WSM-RBS

GLENMONT
LLEWELLYN PARK

May 13-'09

Mr. Harry F. Miller

Please arrange to give C. V. Miller 75.00 per month from Sept. 22, '08 and on & Charge to self—

TAE

8 mos @ $75. = $600.00

New York, June 15th, 1909.

RECEIVED.
JUN 1 1909
FRANK L. [illegible]R.

Frank L. Dyer, Esq.,

Edison Manufacturing Company,

Orange, N. J.

Dear Mr. Dyer:-

I am arranging personally to collect the contribution which is to be made by the licensed Manufacturers and charged by them to advertising, and which sums when received are to be turned over by the Patents Company to Mr. Kennedy, who will send his personal check for $450.00 on the first of each month to the People's Institute.

The rate of assessment is $25.00 for each reel put out weekly. As you issue two reels weekly, you will send a check to me drawn to the order of Mr. Kennedy for $50.00. I am calling upon you for the June account in this letter. On the first of July and on the first of each subsequent month, you will send me a check for $50.00 as long as the arrangement continues.

I suggest that you do not refer to the Patents Company or write the Patents Company in connection with this matter, but any points upon which correspondence is necessary, you can take up with me personally, by writing me at this address.

Yours very truly,

J. J. Macdonald

Edison

EEI/H. 80 - 5th Ave

REFER TO THIS NUMBER
IN YOUR REPLY

790

MEMORANDUM

FRANK L. DYER,
ORANGE, N. J.

Send check to
#52 Broadway N.Y.

Mr. Harry F. Miller:

6/21/09.

Regarding the attached letter from Mr. Macdonald, which I have discussed with Mr. Edison, please arrange to send him a check to the order of J. J. Kennedy for $50.00, to cover our contribution for the month of June, and let him have a similar check to the order of Mr. Kennedy on the first day of each month until I advise you to the contrary. In writing Mr. Macdonald sending the check each time, it will only be necessary to say that the check is sent in accordance with my instructions. This is a matter of confidence and is to be charged to Advertising.

FLD/IWW
Enc-

F. L. D.

FRANK L. DYER.

J. J. KENNEDY
ENGINEER
52 BROADWAY NEW YORK

Mr. Miller,
When you remit, please ask Mr. Kennedy to write directly to General Film Co
Wrote 7/18

July 7, 1910.

EDISON MANUFACTURING COMPANY,

Orange,

NEW JERSEY.

Dear Sirs:

The amount of your contribution to the Board of Censors for the month of July, 1910, amounts to $39.13. As this contribution is payable to the Censors on or before the 14th instant, I will ask you to send me your cheque for the above amount before the date mentioned.

I am dividing this contribution pro rata over the licensed manufacturers and importers, according to the total number of reels released each week, so that there will be no surplus after paying the monthly contribution to the Board of Censorship.

As any change in the number of reels released each week by the licensed manufacturers and importers, will affect this pro rata division of the contribution, it will be important for manufacturers and importers to inform me of any increase or decrease in their weekly releases.

Until any change in the weekly releases takes place, the amount of your contribution each month will be $39.13, and should be sent to me before the 14th of each month.

Yours very truly,

J. J. Kennedy

...US W. KELLEY, Vice-President.
... B. THAYER, Vice-Pres. & Secty.
...D R. MERRITT, Vice-President.
...E GARR HENRY, Vice-President.

JOHN W. CASTLES, President.

CARROLL C. RAWLINGS, Trust Officer.
HENRY M. POPHAM, T. W. HARTSHORNE, HENRY M. MYRICK, Ass't Secretaries.

Union Trust Company of New York

80 BROADWAY.

All Communications should be addressed to UNION TRUST COMPANY OF NEW YORK. P. O. Box 1015.
Cable Address. "UNITRUST."

New York, July 13th, 1909.

This is OK – Madeleine got the money. G

Mr. H. F. Miller,
Secretary, Thomas A. Edison Company,
Orange, N. J.

Dear Sir:-

We have your favor of 8th inst. asking us to advise you why the deduction was made of 1/2 of the interest collected by this Company as "Trustee under the Indenture made by Mr. Edison with this Company under date of June 26, 1907, for the benefit of Madeleine Edison and others", we beg to say in reply that under the provisions of said trust deed (see 13th line second page &c.) it is provided that "when the said beneficiary (Madeleine) shall have attained the age of twenty-one years the Trustee shall, after deducting all proper and necessary expenses thereafter pay one-half the net income and interest collected and received each year to the said beneficiary in quarterly instalments until the said beneficiary shall have attained the age of twenty-five years; and the Trustee shall pay the remaining one-half of said net income and interest accruing during said period to the party of the first part (Thomas A. Edison) " &c.

According to the trust deed it appears that Madeleine Edison was born May 31st, 1888, hence she became twenty-one years of age on May 31, 1909, and therefore the income from the said trust fund collected after that date is divisible and payable one-half to Madeleine and the other one-half to Thomas A. Edison.

Yours truly,

C C Rawlings

Trust Officer.

P.S.
The other 1/2 of said collection made subsequent to June 30/09 – was accordingly remitted to Madeleine Edison & so accepted by her –

Edison Portland Cement Co
June 1-1909

Assets Quick

2210641	Notes Receivable.
20673481	Accounts "
4045995	Cash
35991021	Cement in Stock. & Raw Materials
1431172	" " " Georgia, Fla etc
[illegible]77909	Bags
[illegible]	

Notes Payable For Mdse 123076.45
" " Discd by Banks 263540.00
Accounts " 141732.72
Bond Interest Accrued 15000.00
Pay Roll 23695.05
Excess of Quick Assets [illegible]
$139.277.97

12.000.000.00	Patents and Trade Marks
4632250.36	Real Estate, Plant & Construction
[illegible]	

Capital Stock Common 12.000.000.00
" " Preferred 2977.150.00
Bonds 1.500.000.00
$2151100.36 Excess of Assets [illegible]

Assets Continued.

370556	Sales Offices Furniture & Fixtures
169705	Petty Cash
408333	Thos A Edison
5119339	Pohatcong R.R.Co
25000	A.B. Hoover
125900	Geo. F. Baker
126376	North Am Port Cement Co
143533	E. Thayer
13101081	R.H. Young
[illegible]	

Liabilities Continued

Notes Payable T.A.E & others 99089533
Unclaimed Wages [illegible]
Excess of Liabilities 837791.45 [illegible]

483413 12
1797553346

1797553386

8/18-09

Mr Edison can I
draw my weeks pay in advance
as I am short,

J. F. Ott

OK —
TAE

Harry give John Check
for $250^{00} for his vacation
TAE

Cable Address "Edison, New York."

From the Laboratory of Thomas A. Edison.

Subject, ______________ Orange, N.J. Aug. 20, 1908.

Mr. Peter J. Hughes,

Philadelphia, Pa.

Dear Sir:

You state that the Auto Transit Co., a Pennsylvania corporation, has a total capitalization of $1,000,000.00, divided into $300,000.00 7% cumulative preferred stock and $700,000.00 common stock, all fully paid and non-assessable. Regarding the common stock, $300,000.00 thereof was issued as a bonus to effect the sale of the preferred stock and $400,000.00 was issued for a license but was transferred to you and now stands in your name, therefore the control of the company is in your hands. The company has $100,000.00 in 6% first mortgage bonds, all of which have been issued. The physical assets of the company amount to $378,000.00, made up of 45 motor buses, power plant and machinery, all figured at cost without depreciation. The assets also include an exclusive franchise for 999 years to run buses on Broad Street, Philadelphia, and Diamond Street to Fairmount Park. You state that the present owners of the preferred stock will sell the same at twenty-five cents on the dollar, including an equivalent amount of common stock, i.e., $300,000.00 preferred stock and $300,000.00 common stock for $75,000.00 in cash. You desire to raise $75,000.00 to carry this deal through. I am willing to subscribe $10,000.00 in cash at any time after my return from my Western trip, and within

Peter J. Hughes. (2) 8/20/08.

sixty days from the date hereof, upon the understanding, however, that all of the statements above made are correct and that you raise the balance of $65,000.00 or obtain bona fide subscriptions therefor before my subscription is made. The understanding is that my subscription of $10,000.00 will be secured by the issue to me of $10,000.00 in the bonds of the company at par and $40,000.00 common stock of the company at par.

I also beg to confirm the statement which I have made to you, that in case the present subscription is taken up and provided you remain in control of the Auto Transit Co., I will arrange to have the Edison Storage Battery Co. furnish its first heavy batteries for the trucks of the Auto Transit Co., the price thereof to be hereafter agreed upon.

Please confirm this letter, in order that I may know that its terms are fully understood by you.

Yours very truly,

Thos A Edison

I approve of the above statement and accept the conditions

Peter J. Hughes

Harry Miller — After March 1st substract
from the money recd by M P patent Co
$15,000 each month before division is made
deposit this North ward & keep it
there until further orders

T A Edison

March 13 1908

Harry

Send Mrs Oeser

$500, Extra for Christmas

Edison

12/20-09

Original sent in Mr. Edison's handwriting pencil

yellow pad. Sent to above address— addressed private.

Cable Address "Edison, New York"

From the Laboratory of Thomas A. Edison, Orange, N.J. Dec. 28th 09.

CONFIDENTIAL.

Sigmund Bergmann, Esq.,

4 Sommerstrasse,

Berlin, W. Germany.

" I warn you that Rogers is not a good manager of men, we had to take all management away from him and use him only as an experimental tool-maker. He, however, has all the experience that we have gone through and will be a great assistance to you in getting the new cell in commercial shape.

You may depend upon it that the new cell is a great success and will have a future that we little appreciate now. I could sell 1000 per day if I could only make them, instead of the 200 being made. We hope in three or four months to reach 500 daily.

(Signed) Edison.

Original sent in Mr. Edison's handwriting-pencil--yellow pad. Sent to above address--addressed private.

Ans 1/29/10

Harry

Jan 27

Double her allowance

Dear Cousin Alva

E

I would have signed to the receipt for your last allowance the next day after it came but I have been sick in bed for two week I am just able to sit up & write you a few lines to thank you for your kindness to me in the passed year. I am sorry you do not feel like helping me further as I am very feeble now

& need assistance more than I ever
did before. I have tried hard to keep
up my home by taking roomers but
I can do it no longer as its beyond
my health & strength. Mother would
be glad to earn something toward
our support if she was able to do so but
she has been an invalid for years.
I have one ray of hope left & I
know my heavenly Father will not leave
or forsake me in my darkest hour.
Good bye dear
Cousin may every blessing be yours.
Cousin Lizzie Wadsworth

January 5 - 1911

Deposited in Mr Edisons vault.

Cert #15	Pohatcong R.R.C.	10 shares	F.L.D.	endorsed
17	" "	5 "	H.F.M.	"
18	" "	10 "	W.H.Shelmerdine	"
19	" "	5 "	J.L. Thompson	"

Cert #93 Edison Storage Battery Co. 1 share W.S.M. end
" 94 " 19881 " T.A.E.

Mr Edison

There has been $2,125.86 spent to date on Shop Order #2026 - "Stereoscopic Photographs" mainly by Glaister. Can we bill ~~this~~ to any company

It was for Edison Mfg Co -

H. F. Miller

7/9/11 E

Harry
Recd check for $250.

EDWARD H. JOHNSON
TEL. 1424 RECTOR

COMMERCIAL CABLE BUILDING
20 BROAD STREET

~~Secy [illegible]~~

NEW YORK, Nov. 8/ 1911

Mailed 11-9-1911

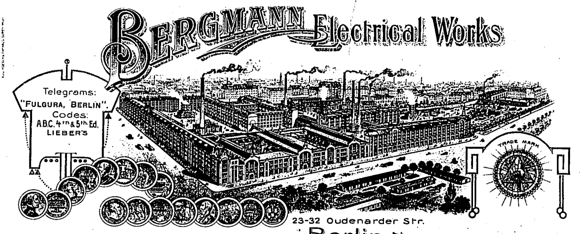
Dear Edison TAE

Would I be imposing to heavily upon your good will & generosity if I ask you for another advance $250.= I am behind in my rent & have a few bills coming due which will not be ignored without more or less violent protest. I am expecting an early turn in my affairs that will lift me out of this poverty streak but in the meantime I am in more or less of a Hell. If you can possibly do this for me please do. I have no one else to go to at the moment

Yours faithfully
E.H.J

N.B.
I have a story through the Swedish Socialist here which I will bring out to you in a few days. I think they have the true inwardness of the shifting of the

Nobel Prize to Tesla & you. [illegible]



23-32 Oudenarder Str.
Berlin. N. Nov. 29th, 1911.

Machine Department

In reply please quote

Bnn/EMR

File Bergmann

STRICTLY CONFIDENTIAL

Mr. Thomas A. Edison,
Llewellyn Park, Orange N.J.
U. S. A.

My dear Edison:-

After having cleaned up and reduced the plant and expenses of the Deut sche Edison Co., in accordance with your advice, and making a thorough investigation, I find that Kammerhoff has simply acted very reckless not alone in paying too high wages and not producing enough for the money spent, but also by ordering enormous quantities of such material which should have been ordered from month to month and it will take us more than a year to use this up.

If I would have let Kammerhoff go three years ago, as I had intended and then shut down the plant, I think I would have saved a lot of money and reputation.

In short, I want to say that he simply pulled the wool over my eyes right along just for the sake of drawing his salary and when he realized this would not work any more, he departed.

I just want to give you a word of warning, as he is not a man who can be left to himself.

Kindly treat this as confidential.

Yours very truly,

Bergmann.

Form. 555. 6.09.

Harry

EDWARD H. JOHNSON

ROOM 809

$150.00 ~~1~~ 165

COMMERCIAL CABLE BUILDING
20 BROAD STREET
NEW YORK, Jan 11 191
JAN 12 1912
paid 1/12-1912

Dr Edison

Been at it again - Collapsed and had to be taken home in a Taxi - Stayed in bed several days - and made the subject of Medical examination present diagnosis Stone in the Pelvis of the right Kidney - Going to be put under X rays by a Specialist to learn the facts - if diagnosis confirmed Must undergo Operation - Finis = Saw Insull on Eve of Sailing he promises upon his return if I am Still on deck, to give a day to my affairs and see if some way cannot be found to provide for my immediate Necessities and then leave me free to take up with you proposition - In the Meantime it is practically impossible for me to leave go of things Even for a few days - He gave me $200. & advised me to ask you for a like amt. I told him you had only recently sent me $250. & I hated to go back to you again but alas I am fighting a hard battle.

2

EDWARD H. JOHNSON

ROOM 809

COMMERCIAL CABLE BUILDING
20 BROAD STREET

NEW YORK, ... 191

I have a negotiation on foot now that promises to put me on Easy Street but it can't be turned in less than 30 Days. If you will see me out this time I'll make some kind of a deal with Insull on his return that will obviate any further calls on your generosity

I read your pronouncement on the Capitalists and quite agree with you

Hope you had a pleasant visit with the "Wild & Wooly" Chicagoans

Yours Faithfully

E. H. Johnson

Mr Edison

The Contents of the Laboratory library viz books, furniture, Mineral Collection etc are carried on the books at a valuation as follows

Mineral Collection	8,000.00
Books, furnishings etc	28,028.57
Total	$ 36,028.57

The fire insurance carried to protect this is $22,500.00 about 60%.

Dont you think the valuation of the books & furnishings is too high and part ought to be written off to Profit and Loss a/c so as to reduce it to its fair Worth?

H. F. M.

No, the books cant be depreciated increase in Value 4% Each year (to) the transactions

E

Sept 4/15

Dear Father -: Harry (Let him have the money

As usual I have just passed through an attack of bad luck. While down the river. with a prospective purchaser for my boat the connecting rod snapped in two broke the crank shaft, crank case and damaged the cylinder beyond repair - new parts will cost nearly a hundred dollars. A machine shop has offered me fifty dollars for the engine as she stands and fifty dollars for the old auto engine with the broken crank shaft. They can do most of their own repairing and will use the marine engine in a repair boat and the other engine in a truck

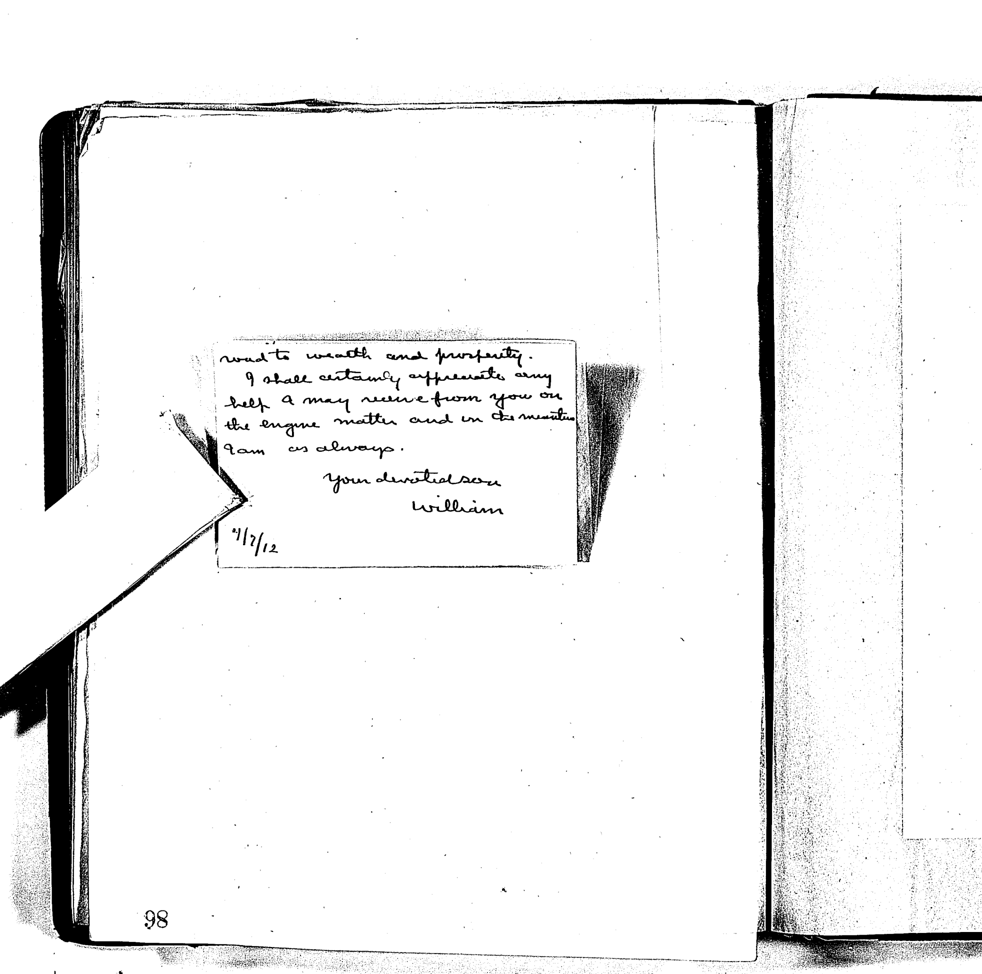
The cheapest engine I can purchase with discounts off, suitable for the boat is two hundred and thirty five dollars. A hundred and thirty dollars is needed to add to the hundred I will have and I would like to make some arrangements to purchase this engine and get rid of the boat. It would be hard to sell the boat without an engine and five dollars a week could be taken out until I sold her and I would remit the balance at once.

The reason why I say five is because its about all we can do to get along as it is. An old friend of my - Mr Hanna and Mr Myers of the Penna State senate have recently purchased a large brick and tile factory at Bacon Hill Md. and have offered me a position as soon as the plant starts up which will be in June. I will live at Bacon Hill during the week and come home over sundays.

The offer came to me unsolicited and I am very glad to be able to go to work.

I am attending the local factory here to get some pointers and by the time their place opens up I will probably know a little more about bricks and tiles than I do now. I was the man who put Myers on his feet and he is returning the favor.

Five years ago I got Myers a position of trust an responsibility when he didnt have a cent and today he is on the


road to wealth and prosperity.
I shall certainly appreciate any help I may receive from you on the engine matter and in the meantime I am as always.

Your devoted son
William

7/7/12

[illegible] winter to that
[illegible] of that language
[illegible] now.
[illegible] best respects
[illegible] Edison & love
[illegible]
[illegible]
[illegible] faithfully
[illegible] D. Clark

Harry
75 5 8 1

$150.
TAE

EDWARD H. JOHNSON
TEL. 1424 RECTOR

COMMERCIAL CABLE BUILDING
20 BROAD STREET

NEW YORK, Apl. 29 191

Dr Edison

I was in bed — Came out today to
see them — up against the 1st of the
month and stay at my [illegible] and
[illegible] [illegible] for a couple hundred
If you can do so I think that will
Ease me to my feet again & give
me a new day to turn around
Russell Coffin & I want to have [illegible]
a session over my affairs this
month since the Illness of this Boy
and my own has knocked [illegible]
[illegible]

Yours faithfully
Ed. H. Johnson

Mr. Miller,

Herewith check for my a/c on Laboratory Books.

As I understand it, you are charging me net cost of labor & material on this job, because I am doing a lot of work for nothing for the organization, such as advertising &c.

So I am sending ck to cover.

Hutchison

Let him have it net

cut of general expense & mention it — E

Mr Edison.

We charged Hutchison (50%) on labor

Shall we let him have it net?

The charge is for repairing his automobile

H. F. M.

Mr Edison

Keeping in repair is different from deprec — ultimately all buildings die even if repaired

From attached sheet you will see that in arriving at amount of rent to charge Mr Beach I figured 5% interest on the investment and did not include any depreciation as I understood Beach was to keep the buildings in repair.

If we figure 6% interest on investment and 5% depreciation we get the following

Real Estate & Bldgs. Cost	$35.000.00		6% on Investment =	2.812.80
Alterations "	11.880.03		5% Depreciation =	2344.00
	46.880.03		Taxes	650.00
			Insurance	275.00
				$6.081.80

This is what he should pay otherwise I lose

That would be $500.00 + per month for 4 bldgs or $125.00 + per building against $75.00 per bldg now charged without repairs.

H. F. M.

6/20/12

JAN 22 1912

Mr Edison

In charging rent for "Licorice" buildings at Silver Lake my understanding is that Beach pays his proportion of 5% interest on the investment plus his proportion of taxes and insurance. He to make his own repairs

Investment	$35.000.00	5% =	1.750.00
Alterations	11.880.03	5% =	594.00
Taxes per year			593.96
Insurance per year			221.20
		½	$3.159.16
Beach occupies two buildings or ½			$1.579.58
Per month			$131.63
" Building			65.82

Yes

Can we make the rent $75.00 per month — The Lock Joint Pipe Co paid per month $108.33 for the building they had which they gave up Nov 5th. It is now hired by Beach making two buildings used by him

H. F. M.

EDWARD H. JOHNSON
TEL. 1424 RECTOR

$250.00

COMMERCIAL CABLE BUILDING
20 BROAD STREET

TAE Pd 7/23

NEW YORK, July 14th 1912

My Dear Edison

Your telegram - for which I don't think I have yet thanked you - was not rec'd until after Insulls departure upon a motor trip - hence I was only able to advise him that as yet I had no reply from you - I did not see him. He was too busy to give me an audience this left me "in the soup" for my July 1st dues - and I've been hiding ever since - Greenfield it appears has not yet closed his deal but assures me he will in the next week or so & will then join in the loan as per my request. Insull of course will; so I have but to find the other 250. Which I can readily do when I have the signatures or checks to show for the 750,

(?) Would you be willing to

EDWARD H. JOHNSON
TEL. 1424 RECTOR

2

COMMERCIAL CABLE BUILDING
20 BROAD STREET

NEW YORK, ...191

be the first "payee" & risk my securing the others thus enabling me to get rid of my immediate "terror". Notwithstanding my harassment I have already secured a world of useful data on the Electric Vehicle industry and am embodying it in my paper for the Bankers. Please let me hear from you at your earliest convenience – I hear you are, as usual, very busy

Yours faithfully
E. H. Johnson

P.S. As a pitcher on a Base Ball team you would not be a Wizard – but perhaps you can in other lines overcome this handicap to popularity — EHJ

Started to use it July 15-1912

Noted & Entered [illegible] 7/13/12

Harry This is OK bill rent at that price TAE

June 13, 1912.

Mr. H. F. Miller:

Mr. Beach of the Federal Storage Battery Car Co. has asked for the loan of the Ingersoll Milling machine which was bought for the house job, Laboratory Shop Order #2053.

I took same up with Mr. Edison and he said we could loan him the machine at 8% on the investment and 10% for depreciation. I informed Mr. Beach's assistant of this and he put up a kick on account of the 8% on the investment. He seemed to think that 6% was ample. I told him he had better advise Mr. Beach to see Mr. Edison regarding this. However, he said they would have to have the machine and would move same to Silver Lake.

I am sending you this for your information so that you can bill them on the investment and depreciation. The machine will be moved sometime this or the fore part of next week. However, you should not charge them until same is installed at Silver Lake.

If you will please look up the shop order, you will find bill for the Ingersoll milling machine and also extra heads and cutters for same, which the Beach Company will also get.

RAB/EEB

Ralph A Bachman

Milling machine	Cost	$3440.00	10% =	$364.80
Cutters	"	52.00	8% =	291.84
Mills	"	156.00		12 | $656.64
		3648.00		$54.72

Mr Edison

Will bill the above at $54.72 per month. H.F.M.

6-17-1912

Harry— Where is the other check

Divide Mrs Poyers check
into two checks hereafter
for 2 years $100 each
one of them she will
use to pay her boys
Keep at the Sanitarium
at Plainfield which
is $1200. yearly

TAE

Mr Edison

We are still carrying Johnnie Randolph's widow on the Pay Roll @ $35.00 per week Shall we continue doing so?

H. F. Miller

8/30/12 Cut it in 1/2 for next 3 years then Cut it off

E

Harry

$200.00

EDWARD H. JOHNSON
TEL. 1424 RECTOR

COMMERCIAL CABLE BUILDING
20 BROAD STREET

NEW YORK, 12/24/12 191

Dear Edison TAE

Coffin has taken up the subject of my Regenerative Traction System & promises to conclude some sort of deal with me that will put me on my feet again immediately after New years day this bargain was made in the presence of Messrs Lundell agrees to stand by whatever I do so the New year looks good as regards the thing to which I have given so much time & money. We have secured $2000. new money - got it in Bank - wherewith to complete the Paper Bottle Machine - now greatly simplified and thoroughly worked out on the Drawing Board - this practically guarantees the final success of the Bottle scheme during the Early Spring months -
I am interested in 3 other, though smaller inventions which are nearing

the Marketing Stage — in fact one of them is now ready and we are getting bids from Manufacturers upon which to immediately begin sales —
Yet with all this potential wealth I am worse in the move than ever owing mainly to my efforts to refrain from further borrowing. In fact I've got to raise 500 by Jan 1st to pay arrears of Rent & other a/cs. If it is at all possible for you to let me have half this amount I will manage on the strength of that to get the other half elsewhere. For the first time in my life I am going into the family Xmas conclave absolutely empty handed but this I don't mind if but I can keep the little apartment going without "Pepper" knowing of the straits to which I am driven.
Wishing you in any event the comps of the season
Yours sincerely E.H. Johnson

[ITEM FOUND IN BOOK]

PRESIDENT'S OFFICE
Memorandum

1853A

July 13, 1911.

R Glen? When I return I will take this matter up & make proper arrangements E

Mr. Edison:

The several heads of departments who have heretofore received extra remuneration in the form of certain percentages of royalties paid to the New Jersey Patent Company have mentioned to me from time to time the possibility of their receiving anything from this source. Whenever the matter was brought up I always explained that the reason they had not been paid anything since March, 1910, was because for the year ending February 28, 1910, considerably more was paid them than they were entitled to receive, and I said that it would probably take a whole year for the over-payment to be made good.

The difficulty was due to a misunderstanding as to the amount they should participate in. Your understanding was that they should be paid on a basis of whatever money was paid over to the New Jersey Patent Co., but not, however, to exceed 90% of the net trading profits on records. As a matter of fact, a very much larger sum was paid to the New Jersey Patent Co. in the year ending February 28, 1910, and it was upon this sum that the distribution was made. The over-payment was more than made up by 90% of record profits made during the year ending February 28, 1911, so that there is a small distribution due these men as of that date. Attached is a list showing what this distribution amounts to.

Beginning March 1, 1911, the situation was changed

[ITEM FOUND IN BOOK]

by the consolidation of the Edison Manufacturing Co. into the business and the elimination of the New Jersey Patent Co. It seems to me only fair, in the case of men who devote their attention generally to all branches of the business and whose efforts contribute to the success of all branches, that they should participate in the profits of all the branches. Mr. Dolbeer devotes himself entirely to Phonograph sales, and it is only fair that he should participate only in the profits of the phonograph business. Mr. William Pelzer is devoting his attention entirely to the moving picture business, and Mr. Durand devotes his attention entirely to the business phonograph, and I think it only fair that those two men should participate only in the profits of their respective branches.

One question to be determined by you is whether or not, in case a man is given the opportunity to participate in the profits on other lines in addition to records, his percentage should be decreased. If you look upon this allowance in the nature of extra compensation, I should say that in fairness the percentage should not be changed, because if their efforts are directed indiscriminately to all the lines and all are profitable, it is immaterial where the money comes from so long as it appears as profits.

One of the difficulties which was experienced with the New Jersey Patent Co. was that the money turned over to the company in the form of royalties appeared necessarily as income and the net profits were therefore subject to the Federal Corporation Tax. In the past we

[ITEM FOUND IN BOOK]

felt justified in reducing the gross income by writing off a certain depreciation for patents, and, although this suggestion was approved by Mr. Lybrand, it might have been rejected by the Government if the question had been specifically brought to the attention of the Federal authorities.

If the profits of Thomas A. Edison, Inc., are paid in the form of dividends they will be subject to the same corporation tax, but this can be avoided in an entirely proper way by paying the money, otherwise available as dividends, to you as a royalty under your patents and for your services in inventing and experimenting for the company. Any payments made to you would therefore appear as a proper charge against the income or profits of the company, reducing the net profits to that extent, and in this way the corporation tax can be brought down to a practically negligible sum. Of course, any money paid to you as an individual would not be subject to this tax.

If you approve of the above suggestion I would recommend that a contract be prepared between you and Thomas A. Edison, Inc., properly reciting all the facts and by which we would agree to pay you as royalties under your patents, present and future, for the use of your name and for your services in inventing and experimenting, not more than 90% of the net trading profits of the company. This would leave 10% of such trading profits subject to the corporation tax, and on the basis of $1,000,000 trading profit annually the amount subject to the tax would be

[ITEM FOUND IN BOOK]

$100,000 and the amount of the tax would be $1,000. Of course this arrangement would be subject to great elacticity. If, for example, we required more money for plant, equipment, investment or reserve than 10%, any amount we might use in excess would be practically borrowed from you. On the other hand, if you required more money than 90%, any amount you might take in excess would be practically borrowed from us. Such an agreement would, however, definitely fix the amount that would be subject to the corporation tax and I think would adjust the matter in a perfectly valid, proper and effective way.

If the above proposition is approved by you, I would additionally urge the following arrangement in view of present conditions:

First: That with the exception of Mr. Dolbeer, Mr. William Pelzer and Mr. Durand, the men heretofore participating in the royalties of the New Jersey Patent Co. be paid the same percentage of any money paid to you as royalties by Thomas A. Edison, Inc., but in no case to exceed 90% of the actual net trading profits. That Mr. Dolbeer, Mr. Pelzer and Mr. Durand be paid the same percentages as heretofore received by them, based on the proportions that the net trading profits of their respective branches bear to the whole.

Second: Since the actual trading profits cannot be determined until the end of the fiscal year, it would be a hardship for these men to wait another year before

[ITEM FOUND IN BOOK]

receiving anything, because, rightly or wrongly, they have become accustomed to regard the monthly payments from you in the nature of a regular compensation and some of them I know have difficulty in adjusting themselves to the altered conditions. Therefore, I would propose that, at least for the present year, it be assumed that the amount you will draw out of the net profits and in which they will participate will be at least $400,000, and that they be permitted to draw monthly on this basis. In other words, Mr. Wilson, for example, who now has an allowance of 1%, would be permitted to draw $4,000 in monthly instalments for the year ending February 28, 1912. Any other amounts that might be due could be adjusted at the end of the year.

It seems to me that this would be a fair arrangement and would not involve you in any risk, and I am sure that it would be a great help to the men involved and would relieve them of worries and uncertainties that I believe now handicap them.

Third: The comparatively small sums due for the year ending February 28, 1911, I urge should be paid.

The above is written on behalf of men who are deeply interested.

So far as I am concerned, I am willing to wait until later, if you want me to, in the hope that conditions will improve, as the monthly payments I am now receiving are all that I need at present.

FLD/IWW F. L. D.

[ITEM FOUND IN BOOK]

Mr J R Rogers -

You are hereby appointed Assistant to Chief Engineer of Edison Laboratory, beginning Monday October 28th 1912.

Your headquarters are moved to main Drawing Room, in desk vacated by Mr. Anderson, who has resigned.

All material slips for purchases up in excess of \$100.00 are to be OK'd by you, or in your absence by me or by Mr Harry Miller.

All material slips for purchases in excess of \$100.00 are to be OK'd by you & approved by me, or in my absence, by Mr. Harry Miller.

All material slips for purchases in excess of \$500.00 are to be OK'd by you & approved by Mr Miller and myself, or, in my absence, by Mr. Edison.

As to your further duties, please consult with me.

You still retain Engineer of Production duties until further notice.

MRH

10/25/12

approved -

TAE

[ITEM FOUND IN BOOK]

Mr Edison

Is it necessary to carry any insurance on buildings at Menlo Park? You have a policy of $1,250.00 on which you pay a premium of $12.50 per year. From what Carman says the buildings are rapidly falling to pieces and I think some have been moved away

H.F.M.

10/7/13

Cut it off

Edison

[ITEM FOUND IN BOOK]

Mr Edison

Mrs Edison wants us to advance her $2000.00 She says she will pay it back in July or August when she expects to get some money We will have to give it to her out of the Hutchison money

H.F.M.

OK TAE

[ITEM FOUND IN BOOK]

Mr Edison

The repairs for the year to my Electric cost $213.^00 inasmuch as it is used for going to the Banks and other errands for the Laboratory. Can I transfer the account to General Expense?

H. F. M.

Yes TAE

[ITEM FOUND IN BOOK]

Harry Send Check for $200 - memo & check sent, JUN 10 1914

EDWARD H. JOHNSON
UNION LEAGUE CLUB
NEW YORK

20 Broad St. N.York
June 8/14

Dear Edison

Am up against it once more and nothing coming yet from Bergmann or Siemens - though I have encouraging letters. I can hold out for some months yet if I can raise $200. Can you let me have that amt? Can't ask Sammy as he is paying my regular monthly House bill. Have one or two other things that promise well but are slow

Hear you had a good time in my native town sorry I wasn't there?

Yours faithfully

E.H.J.

[ITEM FOUND IN BOOK]

JUN 10 1914

C O P Y .

Copy of pencil memorandum sent Johnson, June 10th 1914, in reply to his letter dated June 8th 1914.

" E. H. J.

I SEND YOU $200.00... WHY DON'T YOU SEND SOME YOUR FRIENDS TO OUR PLACE 10 FIFTH AVENUE AND SELL SOME OF THE NEW PHONOS.

(Signed)

E "

To Mr. E. H. Johnson,
20 Broad Street,
New York City.

[ITEM FOUND IN BOOK]

Harry read this —

Tom

Look out for Charley Stillwell should he come & see you. His contract which was forced on me to get you out of his clutches has expired. I said $1000 & he might try & get you into some swindling game. Have nothing to do with him. Show him the door & tell him to skip

E

[ITEM FOUND IN BOOK]

May 25-1916

Mr Edison

The Message from Mrs Oeser is probably in answer to a letter I wrote her I had no acknowledgement of Jany. Feby & March remittances. Fearing that they were being intercepted I held up April remittance & wrote her asking her if they were coming all right May is due today so I can send both right away

W. H. M.

Increase to 300 month

Edison

RICHARD W. KELLOW FILE

The documents in this file are organized in folders, numbered from 1 through 259. Each folder generally contains several documents pertaining to a particular individual, business interest, business relationship, or transaction. The folder numbers correspond to the numbers on the envelopes in which the items were originally filed. Some folders are missing from the sequence.

The documents for the period 1899-1910 include agreements, correspondence, and other material pertaining to the corporate identity and the finances of the Edison Portland Cement Co. and the Edison-Saunders Compressed Air Co. Also included are items relating to real estate, insurance, and royalty agreements and to the sale and promotion of storage batteries and electric vehicles.

Documents have been selected from twenty envelopes and grouped under four categories: (1) Crushing Roll and Compressed Air Technology (1899-1909); (2) Edison Portland Cement Co. (1899-1910); (3) Real Estate and Insurance (1903-1910); and (4) Storage Batteries and Electric Vehicles (1901-1911). A finding aid for the archival record group is available at the Edison National Historic Site.

Approximately 90 percent of the material in these envelopes has been selected. The items not selected consist primarily of documents that duplicate information in selected material; letters of acknowledgment and transmittal; and documents concerning real estate transactions in which Edison was not a party.

Crushing Roll and Compressed Air Technology (1899-1909)

This folder consists primarily of agreements relating to the license and use of Edison's rock crushing technology and to the development of compressed air technology. Included are documents pertaining to the formation of the Edison-Saunders Compressed Air Co. and to the activities of Edison Ore Milling Syndicate, Ltd., and several non-Edison limestone and quarry companies.

Edison Portland Cement Company (1899-1909)

This folder consists primarily of agreements relating to the finances, patents, and corporate identity of the Edison Portland Cement Co. Included are the agreement to organize the company, signed by Edison and the investors on April 15, 1899; the agreement forming the Association of Licensed Cement Manufacturers on December 30, 1907; and other agreements involving Edison, the investors, and the company. Also included are several letters by Walter S. Mallory, vice president of the Edison Portland Cement Co., regarding his salary and personal finances. One undated memorandum was probably written by Mallory in 1893.

Real Estate and Insurance (1903-1910)

This folder consists primarily of agreements relating to real estate owned or leased by Edison or members of his family. Included are documents regarding the purchase of property at 10 Fifth Avenue, New York City; the rental of Edison's property in Bloomfield and Belleville, New Jersey; and landscaping at his winter home in Fort Myers, Florida. Also included is correspondence from Thomas A. Edison, Jr., concerning the leasing of land in Salisbury, Maryland, for William Leslie Edison, along with items pertaining to insurance on the Edison Phonograph Works and on Edison's property in Ogden, New Jersey.

Storage Batteries and Electric Vehicles (1901-1911)

This folder consists primarily of agreements and proposed agreements involving Edison, the Edison Storage Battery Co., and other companies and individuals, along with related correspondence. Included are agreements with Herman E. Dick pertaining to the foreign exploitation of Edison's storage battery; letters regarding a proposed agreement with J. P. Morgan, Jr., for the promotion of the battery in Great Britain; and a valuation of the Edison Storage Battery Co. in 1909. Also included are agreements with Converse D. Marsh and with John M. Lansden, Jr., concerning the manufacture and marketing of electric vehicles in conjunction with Edison's battery.

Richard W. Kellow File
Crushing Roll and Compressed Air Technology (1899-1909)

This folder consists primarily of agreements relating to the license and use of Edison's rock crushing technology and to the development of compressed air technology. Included are documents pertaining to the formation of the Edison-Saunders Compressed Air Co. and to the activities of Edison Ore Milling Syndicate, Ltd., and several non-Edison limestone and quarry companies. The documents are from envelopes 77, 101, 106, 107, and 210.

THOMAS A. EDISON

with

WILLIAM L. SAUNDERS and

THE INGERSOLL-SERGEANT

DRILL COMPANY

A G R E E M E N T.

Dated March 1899.

FILE ENVELOPE No. R.W.K. 77.
CONTENTS No. List 110
THOMAS A. EDISON (Personal).

M E M O R A N D U M   O F   A G R E E M E N T.

made this 23rd day of March, 1899, b e t w e e n Thomas A. Edison of Orange, County of Essex, State of New Jersey, party of the first part, and WILLIAM L. SAUNDERS of North Plainfield, County of Somerset, State of New Jersey and the INGERSOLL-SERGEANT DRILL COMPANY, a corporation organized and existing under the laws of the State of West Virginia and having its principal place of business in the City of New York, parties of the second part.

WHEREAS, the said Edison is the inventor of a new and useful method of and Apparatus for Re-heating Compressed Air for Industrial Purposes upon which an application for Letters Patent of the United States was filed in the United States Patent Office February 28, 1899, Serial #706,976, and upon which invention an application for a British patent has been prepared and is about to be filed; and

WHEREAS, the said Edison is the sole owner of all rights to the said invention and of the patents which may be granted thereon for the United States and Great Britain; and

WHEREAS, the parties of the second part obtained letters Patent of the United States #486,411, granted November 15, 1892, upon the invention of the said SAUNDERS releating to a new method of Increasing the Efficiency of Motor Fluida, which invention is also covered by British Letters Patent # 20,676 of the year 1892, the parties of the second part being the sole owners of said United States and British patents and of all rights thereunder; and

WHEREAS, the parties hereto are desirous of exploiting the said inventions of said Edison and said Saunders in the United States and Great Britain as a single enterprise,

I T I S A G R E E D as follows:

1. A corporation shall forthwith be organized under the laws of the State of New Jersey, with a capital stock of Ten Thousand Dollars ($10,000) to be known as the Edison-Saunders Compressed Air Company, and which corporation shall purchase and become the owner of the said inventions of the said Edison and Saunders for the United States and Great Britain, and of the patents already issued upon the invention of said Saunders for said countries and of the patents which may be issued upon the applications before referred to of the said Edison.

2. It is further agreed that the consideration to be paid for said inventions and patents shall be respectively Seven Thousand five hundred Dollars ($7,500) to the said Edison and Two thousand five hundred Dollars ($2,500) to the parties of the second part: and the parties hereto agree to take the capital stock of said Company, at par, in payment of said amounts.

3. It is further agreed that immediately upon the organization of the said corporation the parties hereto will forthwith, and for the consideration before mentioned, assign to said corporation the entire right, title and interest in said inventions and the patents already issued and which

may be issued thereon for the United States and Great Britain.

IN TESTIMONY WHEREOF, the parties have executed these presents (the said Ingersoll-Sergeant Drill Company by its officers thereto fully authorized) the day and year first above written.

(Signed) Thomas A Edison

W. Mallory

THE INGERSOLL-SERGEANT DRILL COMPANY.

By W. L. Saunders (Seal)

Vice Pres

A. E. Kenney

J. C. Quinton

William L. Saunders

In presence of

In consideration of the premises herein stated it is understood and agreed between the parties hereto that the Ingersoll-Sergeant Drill Co. is to have the exclusive right to the invention in the United States and England covered by said patents for mines, tunnels and quarries upon payment of a royalty the amount of which is hereafter to be agreed upon by the parties to this instrument, but such license shall not be transferable.

(Signed) Thomas A Edison

W. Mallory

The Ingersoll-Sergeant Drill Co (Seal)

By W. L. Saunders

Vice Pres.

A. E. Kenney

J. C. Quinton

William L. Saunders

This is to Certify, *THAT WE,*

RICHARD N. DYER, WILLIAM PELZER and ARCHIBALD G. REESE,

do hereby associate ourselves into a corporation, by virtue of the provisions of an act of the Legislature of New Jersey, entitled: "An Act concerning Corporations," (revision of 1896,) approved April 21st, 1896, and the several supplements thereto for the purposes hereinafter mentioned, and to that end we do by this our certificate set forth.

First.—*The name of the corporation is* EDISON- SAUNDERS COMPRESSED AIR COMPANY.

Second.—*The location of the principal office in this state is at* the Edison Laboratory, Valley Road, West Orange, in the County of Essex.

The name of the agent therein and in charge thereof, upon whom process against this corporation may be served is WALTER S. MALLORY.

Third.—*The objects for which the said corporation is formed are* to purchase or otherwise acquire, and to hold, own, use, operate, and to sell, assign or otherwise dispose of, to grant licenses in respect of or otherwise turn to account, any and all patents, inventions, improvements and processes used in connection with or relating to the production or utilization of compressed air, and with a view to the developing of the same, to carry on any other business, whether manufacturing or otherwise, which the corporation may think calculated, directly or indirectly, to effectuate these objects; also to purchase, take on lease or in exchange, hire or otherwise acquire, any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.

Fourth.—*The total amount of the capital stock is* Ten Thousand (10,000) *dollars;*
the number of shares into which the same is divided is One Hundred (100)
and the par value of each share is One Hundred (100) *dollars,*
The amount with which said corporation will commence business is One Thousand (1,000) *dollars,*
which is divided into Ten (10) *shares of the par value of* One Hundred (100) *dollars each.*

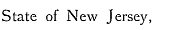
Fifth.—*The names and residences of the incorporators, and the number of shares subscribed for by each, are as follows, to wit:*

Richard N. Dyer, East Orange, N. J., Four (4) Shares.
William Pelzer, New York City, N. Y., Three (3) Shares.
Archibald G. Reese, New York City, N.Y., Three (3) Shares.

Sixth.—*The existence of the corporation shall begin on the* twenty-fourth *day of* April, in the year Eighteen *Hundred and* Ninety-nine *and shall continue for the term of* Fifty (50) *years.*

In Witness Whereof, *we have hereunto set our hands and seals the* 18th *day of* April , Eighteen *Hundred and* Ninety-nine

Signed, Sealed and Delivered in the presence of		
	Richard N. Dyer	(Seal)
	William Pelzer	(Seal)
S. O. Edmonds	Archibald G. Reese	(Seal)



State of New Jersey,

DEPARTMENT OF STATE.

I, GEORGE WURTS, *Secretary of State of the State of New Jersey,* do hereby **Certify,** *that the foregoing is a true copy of the certificate of* Incorporation *of* Edison-Saunders Compressed Air Company *and the endorsements thereon, as the same is taken from and compared with the original filed in my office, on the* Twenty-second *day of* April *A. D* 1899 *, and now remaining on file therein.*

In Testimony Whereof, *I have hereunto set my hand and affixed my Official Seal, at Trenton, this* Twenty-second *day of* April *A. D. 189*9.

Geo Wurts *Secretary of State.*

State of New ~~Jersey~~ YORK, } ss.
City & **County of** NEW YORK }

Be it Remembered, *That on this* eighteenth *day of* April, *in the year of Our Lord One Thousand* Eight *Hundred and* ninety-nine *before me the subscriber, a* Commissioner of ~~personally appeared~~ Deeds for the State of New Jersey in New York, personally appeared Richard N. Dyer, William Pelzer and Archibald G. Reese

who, I am satisfied are the persons named in and who executed the foregoing Certificate of Incorporation, and I having first made known to them the contents thereof, they severally acknowledged that they signed, sealed and executed the same as their voluntary act and deed, for the uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed my Official seal this 18th day of April A.D. 1899.

10¢ R. Stamp

Charles Edgar Mills (Seal)

Commissioner of Deeds for New Jersey, in New York City, N. Y.
115 & 117 Broadway, N. Y. City.

Certificate
OF INCORPORATION OF
— EDISON-SAUNDERS —
COMPRESSED AIR COMPANY.

FILE ... PWK TT
CONTENTS ... Liab ... 5

Dated,

Received and recorded in the Office of the Clerk of the County of
this *day of* 1 *Clerk.*

RECEIVED in the Clerk's Office of the County of Essex, on the 19th day of Apl. A.D. 1899, and recorded in Book 16 of In. Bus. Co's. for said County, Page 235
William O. Kuebler, Clerk.

"Filed Apr. 22 1899
George Wurts
Secretary of State."

W. R. GRACE, PRESIDENT.
JOHN A. McCALL, W. L. SAUNDERS, VICE PRESIDENTS.
J. E. HOLLOWAY, TREASURER.
J. P. GRACE, SECRETARY.

The Ingersoll-Sergeant Drill Company

MACHINERY FOR THE EXCAVATION OF ROCK, ORE AND COAL.

AIR COMPRESSORS, ROCK DRILLS.
COAL CUTTERS, STONE CHANNELING MACHINES.
GADDERS, QUARRY BARS, BLASTING APPARATUS.
BOILERS. HOISTS.

MANUFACTURERS UNDER PATENTS OF DR. POHLÉ OF THE POHLÉ AIR LIFT PUMP.

OFFICES:
OLD COLONY BUILDING, CHICAGO.
26 SO. WATER STREET, CLEVELAND, O.
201 CONGRESS STREET, BOSTON, MASS.
715 N. SECOND STREET, ST LOUIS, MO.
21-23 FREMONT ST, SAN FRANCISCO, CAL.
300-302 MAIN STREET, BUTTE, MONT.
1718-1724 CALIFORNIA STREET, DENVER, COLO.
259 MAIN STREET, SALT LAKE CITY, UTAH.
299 ST. JAMES ST. MONTREAL, CANADA.
P.O. BOX 1809, JOHANNESBURG, SO. AFRICA.
114 QUEEN VICTORIA STREET, LONDON, E.C.
4TH AND WACOUTA STS, ST. PAUL, MINN.
308 FIRST AVE. SOUTH, SEATTLE, WASH.

CABLE ADDRESS:
"IRONCHAIN NEWYORK." "ENYAM LONDON."
A.B.C. CODE USED. FOURTH EDITION.

HAVEMEYER BUILDING 26 CORTLANDT ST.

New York, April 24th, 1899.

To the Directors of
Edison-Saunders Compressed Air Company,

Gentlemen:-

We are the owners of a half interest in United States patent No. 486,411, granted November 15, 1892, upon the invention of William L. Saunders relating to a new Method of Increasing the Efficiency of Motor Fluids, and we also own a half interest in British patent No. 20,676 of the year 1892, granted upon the same invention. We understand that your Company is to purchase the other half interest in these patents from Mr. William L. Saunders, and also that your Company is to purchase the entire interest from Mr. Thomas A. Edison for the United States and Great Britain in an invention recently made by him relating to a Method of and Apparatus for Reheating Compressed Air for Industrial Purposes, upon which Mr. Edison applied for a United States patent February 27, 1899, Serial No. 706,976 and upon which he has also applied for a British patent. We offer to sell you our one-half interest in the Saunders United States and British patents referred to in consideration that our Company shall have the exclusive right and license in the United States and England, under the said Saunders patents and under the patents which may be granted upon the invention referred to made by Mr. Edison, to make, use and sell in those countries apparatus embodying or employing said inventions, such right and license to be restricted to the use of said inventions for mines, tunnels and quarries, and to be conditional upon the payment of a royalty, the amount of which shall be agreed upon between the officers of this Company and the officers of your Company, and such license not to be transferable.

Yours truly,
THE INGERSOLL-SERGEANT DRILL CO.
W. L. Saunders
Vice-Pres't.

W. R. GRACE, PRESIDENT.
JOHN A. McCALL, W. L. SAUNDERS, VICE PRESIDENTS.
J. E. HOLLOWAY, TREASURER.
J. P. GRACE, SECRETARY.

The Ingersoll-Sergeant Drill Company,

MACHINERY
FOR THE EXCAVATION OF ROCK ORE AND COAL.

AIR COMPRESSORS, ROCK DRILLS.
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A.B.C. CODE USED. FOURTH EDITION.

MANUFACTURERS UNDER PATENTS OF DR. POHLÉ OF THE POHLÉ AIR LIFT PUMP.

HAVEMEYER BUILDING 26 CORTLANDT ST.

New York, April 24th, 1899

To the Directors of
Edison-Saunders Compressed Air Company.

Gentlemen:-

I am the owner of a half interest in United States patent No. 486,411, granted November 15, 1892, upon my invention relating to a Method of Increasing the Efficiency of Motor Fluids, and I am also the owner of a half interest in British patent No. 20,676 of the year 1892, granted upon the same invention. I offer to sell to you for the sum of two thousand five hundred dollars ($2,500.), payable two hundred and fifty dollars ($250.) in cash and two thousand two hundred and fifty dollars ($2,250.) in stock of your Company at par value, all my right, title and interest in and to the said United States and British patents.

Yours truly, W. L. Saunders -

Cable Address "Edison, New York."

From the Laboratory of Thomas A. Edison.

Subject, ________ Orange, N.J., April 24, 1899.

To the Directors of

Edison-Saunders Compressed Air Company.

Gentlemen:--

I am the owner of an invention relating to a new and useful Method of andd Apparatus for Reheating Compressed Air for Industrial Purposes, upon which invention I applied to the U. S. Patent Office for a patent, such application having been filed February 27th, 1899, Serial No. 706,976, and I have also applied for a British patent upon the same invention. I offer to sell to you, for the sum of seven thousand five hundred dollars ($7,500), payable seven hundred and fifty dollars ($750) in cash and six thousand seven hundred and fifty dollars ($6,750) in stock of your Company at par value, all my right, title and interest in and to said invention in and for the United States and Great Britain, and in and to the United States and British patents which may be granted on the said applications.

Yours truly,

~~Thomas A. Edison.~~

Thos A Edison

COPY.

MEMORANDUM.

The Vice President presented to the Board the following papers.

Memo. of Agreement dated March 23/99 between Thomas A. Edison of Orange, N. J., William L. Saunders of North Plainfield, N. J. and The Ingersoll-Sergeant Drill Co. for the organization of a Company to be known as the Edison-Saunders Compressed Air Company which Corporation shall purchase and become the owner of inventions of the said Edison and the said Saunders for the United States and Great Britain.

Also Assignments from William L. Saunders to the Edison-Saunders Compressed Air Co. dated April 24/99, and an undivided half interest in and to Letters Patent of the United States #486,411, granted Nov. 15/92 and Assignment from William L. Saunders to the Edison-Saunders Compressed Air Co. of Letters Patent in the United Kingdom of Great Britain and Ireland #20,676 dated 15th day of Nov. 1892 - Also an Assignment from The Ingersoll-Sergeant Drill Co. to the Edison Saunders Compressed Air Co. of an undivided half interest in and to Letters Patent of the United States #486,411 dated Nov. 15/92 - Also an exclusive license subject to royalty to be agreed upon from the Edison-Saunders Compressed Air Co. under said Saunders Patents and under the said Edison invention and Letters Patent to be obtained therefor in the United States and Great Britain to The Ingersoll-Sergeant Drill Co. to manufacture, use and sell apparatus embodying or employing the aforesaid inventions of Edison & Saunders, dated April 24/99.

On motion duly seconded the Board ratified and approved the signing ofthe above mentioned agreements.

Received and Recorded.
October 4th, 1900
Liber C 63 Page 49
of Transfers of Patents.
Commissioner of Patents.

WHEREAS, I, THOMAS A. EDISON, of Llewellyn Park, Essex County, State of New Jersey, have invented certain improvements in Apparatus for Reheating Compressed Air for Industrial Purposes, for which Letters Patent of the United States No. 657,922 were issued to me on the 18th day of September, 1900; and

WHEREAS, EDISON-SAUNDERS COMPRESSED AIR COMPANY, a corporation organized and existing under the laws of the State of New Jersey and having its principal place of business at West Orange, Essex County, said State, is desirous of acquiring my entire right, title and interest in and to said invention, and in and to said patent;

NOW, THEREFORE, To all whom it may concern, be it known that, for and in consideration of the sum of One Dollar, to me in hand paid, receipt of which is hereby acknowledged, and of other valuable consideration, I, the said Thomas A. Edison, have sold, assigned and transferred, and by these presents do sell, assign and transfer, unto the said Edison-Saunders Compressed Air Company, its successors and assigns, my entire right, title and interest in and to the said invention, and in and to said Letters Patent, to be held and enjoyed by the said Edison-Saunders Compressed Air Company for its own use and behoof, and for the use and behoof of its successors, assigns and legal representatives.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, this 29th day of September, 1900.

In the presence of:-
J. F. Randolph
Archibald R. Reese

Thomas A. Edison

E/4
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137543

THOMAS A. EDISON,
-to-
EDISON-SAUNDERS COMPRESSED AIR COMPANY.

ASSIGNMENT.

FILE ENVELOPE No. R.W.K. 7.7.
CONTENTS All List 4
THOMAS A. EDISON (Personal)

Ret to
Dyer, Edmonds & Dyer,
ATTORNEYS AT LAW,
31 NASSAU ST.,
NEW YORK, N.Y.

Dyer Edmonds & Dyer
Fee #2 a/c

State of New Jersey, :
:ss:
County of Essex. :

On this 29th day of September, 1900, before me, a Notary Public within and for the State of New Jersey, personally appeared Thomas A. Edison, to me known and known to me to be the person described in and who executed the foregoing assignment, and I having first made known to him the contents thereof, he acknowledged that he executed the same as his voluntary act and deed.

J. F. Randolph
Notary Public for
New Jersey

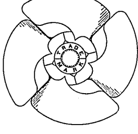
377

F. L. LUZ, PRES. AND TREAS. CALVIN T. FREID, VICE-PRES. AND GEN. MGR. J. D. PEACHEY, SECRETARY.

FREID ENGINEERING COMPANY.

DOUGLAS McLEAN, MGR.,
ORE MILLING DEPT.,

COPLESTON & SAXELBY,
SELLING AGENTS,
39 CORTLANDT ST., NEW YORK CITY.



TELEPHONE 239.
CABLE ADDRESS "FREIDECO."
WESTERN UNION CODE.

ORANGE, N.J., U.S.A. May 13, 1904.

M.

Mr. Alexander Elliott,

My dear Mr. Elliott:-

Per our conversation of the 11th. you may use such information as I have given you concerning the fine grinding roll proposition coming to me from William Simpkin, of London Eng., and if at any time you wish me to substantiate the information which you have gleaned by reading the letters from Mr. Simpkin to myself, I will do so by exhibiting theletters to Mr. Edison as Proof.

Yours very truly,

Calvin T. Freid

[ATTACHMENT]

Cable Address "Edison, New York."

From the Laboratory of Thomas A. Edison.

Subject, ______________ Orange, N.J.

Sunday

"" Tell the advantage of your rolls over the Edison fine grinding rolls and dwell hard on the bad features of the Ed- rolls. This may be to your advantage.

Hurriedly yours

Wm. Simpkin ""

Keep this confidential

N. B. The above is abstract from the letter of William Simpkin, Manhattan Hotel, New York to Calvin T. Fried, Orange, N. J. under date of Sunday - an examination of the calendar for March 1904 shows that the above mentioned Sunday is March 13, 1904 and this is confirmed by information from C. T. Fried to me.

A Ewitt.

May 13.1904.

Copy as sent Cert May 8. 1909

Copy

MEMORANDUM OF AGREEMENT made and entered into this Eighth day of May, 1909, by and between THOMAS A. EDISON, of Llewellyn Park, West Orange, County of Essex and State of New Jersey, hereinafter called the Licensor, party of the first part; and the TOMPKINS COVE STONE COMPANY, a corporation of the State of New York, having its main office at its quarry in or near Tompkins Cove, New York, hereinafter called the Licensee, party of the second part.

WHEREAS, the Licensor has obtained Letters Patent of the United States, and has filed application for Letters Patent of the United States, as follows:

LETTERS PATENT

Crushing Rolls, No. 567,187, Sept. 8, 1896;
Method of Breaking Rock, No. 672,616, April 23, 1901;
Apparatus for Breaking Rock, No. 672,617, April 23, 1901;
Grinding or Crushing Rolls, No. 674,057, May 14, 1901;
Apparatus for Screening Pulverized Material, No. 675,057, May 28, 1901.

APPLICATIONS FOR LETTERS PATENT

Giant Rolls, Filed Jan. 13, 1903, Serial No. 138,813;
Crushing Rolls, Filed Sept. 7, 1906, Serial No. 333,607.

AND, WHEREAS, the Licensee is desirous of obtaining a license under said patents and applications according to the conditions hereinafter named, within the following named territory, and is desirous of installing and operating at or near a Dolomite quarry within such territory, at least one (1) complete Edison Giant Roll Crusher,

and is desirous of having the said apparatus constructed under the control and general superintendence of the Licensor, the description of the said territory being the following, to wit:-

All that territory lying within a radius of twenty (20) miles from the City Hall of the City of New York, N. Y.; all of Long Island and Staten Island, N. Y., and a strip of land, ten (10) miles wide on each side of the Hudson River from New York City as far north as Albany and Renaslaer Counties but not including these two counties; also a strip of land ten (10) miles wide and extending along the Eastern Shore of Connecticut as far East as Norwalk, and

WHEREAS, the Licensor is willing to grant such license under said Letters Patent and applications, for the said territory, subject to the conditions and for the purpose hereinafter named, and is willing to undertake the control and superintendence of the construction of the said Edison Giant Roll Crusher (or Crushers);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST:- The Licensor hereby grants to the Licensee, subject to the conditions hereinafter named, an exclusive license under the said Letters Patent and any Letters Patent which may hereafter be granted on said applications, within and throughout the said territory above described, for the purpose of crushing for all uses (except for direct use in the manufacture of cement), dolomite, limestone, gneiss, or other rock, which may be found within the said territory, but not including iron or other ores.

SECOND: The Licensee hereby agrees to install within the above specified territory an Edison Giant Roll Crusher with secondary rolls and screens and other equipment, including all steam shovels, cars, locomotives, etc., which the Licensor and Licensee shall mutually determine to be necessary for operating satisfactorily a complete plant for crushing stone. It is the expectation of the parties hereto that said installation shall be complete and ready for operation within one year from the date of this agreement, but if, for any reason which is unavoidable and beyond the control of either of the parties hereto, its completion should be delayed beyond the said one year period, the said installation shall be completed and the machinery put into operation as soon as practicable thereafter. The Licensee further agrees to place orders for the Edison Giant Roll Crusher and other machinery in accordance with the stipulations of this contract, and as soon as the plans for the crushing plant are definitely decided upon. All said machinery shall be delivered upon the Licensee's property at Tompkins Cove, New York, within one year from the date of this agreement.

The first six (6) months after this first Edison Giant Crusher is first started up, shall be considered a Test Period. At the end of this period, unless the Licensor shall extend this limit upon good cause shown, the Licensee may notify the Licensor in writing, if it so concludes, that in its estimation the Edison Giant Roll Crusher so installed is not a practical success. Upon this notification having been given, the exclusive license hereby granted shall terminate, and other licenses under said Letters Patent and applications therefor may thereupon be

granted by the Licensor to any other person, firm or corporation, within the above specified territory, and the Licensee shall have a non-exclusive right and license in said territory. If, within a period of six (6) months from the first starting of this Crusher, or within such extension or extensions of said time as may be granted by the Licensor, said Licensee does not notify the Licensor in writing that the said Crusher is not a practical and commercial success, or if within the said times the Licensee shall notify the Licensor in writing that the said crusher is operating successfully and satisfactorily, then this agreement shall become operative for the territory above defined, as an exclusive license, subject to the terms and conditions hereof.

THIRD:- The construction and installation of the said Edison Giant Roll Crusher, and of any additional Crusher or Crushers thereafter that may be required by the Licensee, shall be carried out in the following manner:- The Licensor shall have control and superintendence of the design of the machinery and of its manufacture and inspection; he will obtain bids from reliable concerns for its manufacture and will recommend to the Licensee the acceptance of such bids as he considers most favorable. The orders for machinery shall be placed for the account of, and subject to the confirmation of the Licensee and the Licensee shall pay all invoices for parts received from, or manufactured, in accordance with the regular terms of the manufacturer, or in accordance with any special terms which may be agreed upon before placing the order. It is agreed that if it becomes necessary for the Licensor to have any work done at his own plant in connection with the

manufacture of any of said Crushers or to furnish any part or parts thereof, then the Licensor shall have such work done and shall furnish such parts and for any part or parts so furnished and work done at the plant of the Licensor, the latter will charge the Licensee only the actual cost of the same, it being understood that all of the said machinery is to be furnished at cost to the Licensee without addition of any manufacturing or selling profit by the Licensor. After orders have been placed, as above provided, the Licensor shall have entire charge of the manufacture of said machinery and will, free of expense to the Licensee, inspect the different work, as it progresses, at such time or times as the Licensor thinks necessary. The Licensor will furnish and loan to the manufacturers of the Edison Giant Roll Crusher or parts thereof, all necessary detail drawings and all patterns except when these vary from the Licensor's standards, free of any charge to the Licensee except the necessary cost of transportation to and from the shops of such manufacturers. Every Edison Giant Roll Crusher and Secondary Crushing Rolls to be manufactured under this agreement shall be of the best material and workmanship and of the latest and most improved design of the Licensor and the machine shall be complete in all its parts and constructed to suit the work in its particular territory, so far as such work can be foreseen. The size of the said Crusher (or Crushers) is to be determined by the Licensor and to be approved by the Licensee as meeting the different requirements.

FOURTH:- The Licensor, at his own expense, shall cause one or more of his competent engineers to visit the

site for the said Crusher or Crushers in order to decide as to the best method of installing the Edison Crusher. Upon said visit or visits the representatives of the Licensor and of the Licensee will determine as far as possible the plans to be followed so that the Edison Crusher may be installed to the best advantage. The Licensor, as soon as possible thereafter, and at his own expense, will make the drawings for the foundation and installation of the Crusher. The Licensor will also, if desired, in so far as he can, make drawings showing in a general way the arrangement of the Crusher in the plant, with reference to the remaining portion thereof, charging only the wages of the draughtsmen to the Licensee; but the Licensor shall not be responsible for the erection or arrangement of the entire plant, nor for the arrangement of the Crusher with reference to the plant, which matters, it is contemplated, shall be under the direction and control of a competent engineer or construction-draftsman to be employed by the Licensee. The Licensor will give to the Licensee, in so far as he reasonably can, the benefit of his advice and experience in connection with the said Crusher installation, and will assist the said draftsman or engineer, as far as possible, regarding the installation of the said Crusher, by correspondence, or personally at the plant of the Edison Portland Cement Co., at New Village, New Jersey, or at the Edison Laboratory, Orange, New Jersey, as the Licensor may elect.

FIFTH: The erection and starting up of the Crusher shall be in accordance with the plans and instructions of the Licensor and shall be under the control and superintendence of a competent man to be furnished by the Licen-

sor, who shall remain with the Crusher, after it has been installed, long enough to satisfy himself that the machine is operating successfully and satisfactorily. The Licensee shall pay for the services of said man at the rate of Five Dollars and fifty cents ($5.50) per day, including the time during which he is engaged at the Licensee's plant, traveling thereto and returning therefrom, and shall also pay his board while engaged at the Licensee's plant, and all legitimate traveling expenses from New Village, N. J., or an equivalent point and return. The Licensor guarantees that each said Edison Crusher made under this agreement, if made by manufacturers whose bids are approved by him, and if properly installed and properly operated, will operate successfully and will do the work for which it may be designed in a proper manner.

SIXTH: If the exclusive license granted by this agreement is retained by the Licensee, the Licensee shall install such additional Edison Crushing Rolls as may be necessary for the crushing of stone, as hereinafter provided, all of said Crushers to be constructed, inspected, installed and operated in the same manner as the first or test Crusher hereinbefore provided for, although the size of the same may be different therefrom. The Licensee shall use every reasonable effort to further the interests of the Licensor within the said territory and if, at any time, the Licensor believes that the business within or controlled by the said territory is not being properly developed by the Licensee, and that the patented or non-patented apparatus of the Licensor is not being introduced

therein to an extent not exceeding fifty per centum (50%) of the consumption of crushed stone in greater New York, Hoboken, Jersey City and Newark, the question of installation of additional Edison Giant Roll Crushers therein shall be submitted to arbitrators, each of the parties hereto selecting one arbitrator, and the two so appointed selecting a third, and in the determination whether or not additional Edison Crushing Rolls shall be installed, the said arbitrators shall take into consideration general physical and economic conditions, and the decision of any two of said arbitrators shall be accepted as final and binding by the parties hereto. If the Licensee shall not with due diligence comply with the decision of said arbitrators, requiring the further installation and equipment of additional Edison Crushing Rolls within the said territory, or if the Licensee shall refuse to appoint an arbitrator or to submit the matter to arbitration as above provided, the exclusive license hereby granted shall terminate, but the Licensee shall be entitled to a non-exclusive license, as to the plant or plants then in operation, or under construction, and the Licensor shall be free to grant licenses under the said patents and applications to any person, firm or corporation within the said territory.

__SEVENTH:__ The Licensee shall pay license fees (or royalty) to the Licensor, his heirs and assigns, on all stone passed through any Edison Giant Roll Crusher, installed in accordance with the terms of this agreement, as follows: During the Test Period of operation (which is six (6) months from time of first starting the first Edison Giant Roll Crusher) the sum of seven-eighths($\frac{7}{8}$¢) of a cent

per net ton of Two Thousand (2,000) pounds on all stone which is weighed and one cent (1¢) per cubic yard on all stone sold by the cubic yard and measured after being crushed. At the end of the Test Period above defined, and during the subsequent life of this agreement, the Licensee agrees to pay to the Licensor on all stone passed through any Edison Giant Roll Crusher which may be installed in accordance with the terms of this agreement, a royalty of one and two-thirds cents (1-2/3¢) per net ton of Two Thousand (2,000) pounds on all stone which is weighed and two cents (2¢) per cubic yard on all stone sold by the cubic yard and measured after being crushed. (These figures are based on the Licensor's standard royalty rate of two cents (2¢) per cubic yard of crushed stone, stipulated as weighing 2,400 lbs.). The above royalties apply to all material crushed or passed through the rolls and which may be crushed or broken stone, including the screenings and waste, when either or both of same are sold for fifteen cents (15¢) per net ton or over, f.o.b. quarry, or when used by the Licensee for use in making sand-lime bricks, artificial stone, blocks, etc., but no royalty is to be paid on such screenings and waste if sold for less than fifteen cents (15¢) per net ton, or if not used in the manufacture of bricks or artificial stone, blocks, etc. by the Licensee.

EIGHTH: If there is any delay caused by the Licensor or any unexpected or unusual delay in any of the shops during the work of constructing the machine, due to strikes, fires, accidents, or other causes beyond the reasonable control of any or all the manufacturers, then the time limit above provided for will be extended proportionately by the Licensor.

NINTH: It is further provided that if at any time after the expiration of the Test Period above specified, the Licensee shall conclude that the further use of said patented or unpatented machinery is inexpedient and that it desires to discontinue such use, then the Licensee shall notify the Licensor in writing of this fact. The license granted by this agreement shall thereupon immediately terminate and the Licensee shall not make use of the said patented or unpatented machinery thereafter for the purpose of crushing stone for any use whatsoever, and the payment of royalties by the Licensee shall be discontinued. When the said license is terminated either by reason of the discontinuance by the Licensee of the use of the said patented or unpatented machinery, or because of the cancellation of the license hereby granted by the Licensor, in accordance with any of the provisions of the agreement authorizing such cancellation, the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of said license to any other licensee of the Licensor on the best terms which can be procured and if sold to such other licensee the machinery shall be used for crushing stone in the territory of such licensee and not elsewhere, in accordance with the terms and provisions of any license contracts between the Licensor and such other licensee. The Licensor shall be informed by the Licensee when any such sale is being negotiated, and the Licensor agrees to assist the Licensee, free of cost, in making such sale, provided the machinery is suitable for the work to be done in the territory of such other licensee. If the machinery is not disposed of in this manner, then the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of its license, as scrap, and for no other

use or purpose, and will make a written guarantee to the Licensor to this effect before it sells the machinery; and any such purchaser or purchasers of the said machinery from the Licensee, as scrap, shall have no right or license to make use of the said machinery for the crushing of stone or of any other material. It is understood, however, that before any of such Edison machinery is sold to a third party as scrap, that the Licensee will give the Licensor opportunity by notifying him in writing, to buy the said machinery at the current market price of scrap iron, provided the Licensor wishes to buy the same for himself or others. Before making any such sale of the said machinery either to another licensee of the Licensor, or to any third party as scrap, the Licensee shall notify the Licensor in writing of the purchaser's name and address.

TENTH: If at any time after the expiration of the said Test Period, the Licensee shall conclude that the payment of the stated royalty per ton has become unduly large, it may elect to relinquish its right to an exclusive license and pay the Licensor a royalty of only one and one-fourth (1-1/4¢) cents per net ton of 2,000 pounds or one and one-half (1-1/2¢) cents per cubic yard if stone is measured on all stone crushed in said machinery within said territory; or it may elect to retain the exclusive license and to refer the re-adjustment of the royalty to arbitration, the parties hereto each selecting an arbitrator, and these two arbitrators selecting a third; the decision of any two of said arbitrators shall be accepted by the parties hereto as final, but in no case shall the right of election to submit the matter to arbitration be exercised, unless as a result of improved apparatus or processes invented or used by competitors of the Licensee, the market price of crushed stone is so reduced as to make

the payment of the stated royalty named under this contract, commercially impracticable.

ELEVENTH: The Licensor hereby covenants and agrees with the Licensee not to grant to any person, firm or corporation, so long as the exclusive license herein granted for said territory shall be retained by the Licensee, any license or territorial right, under said patents, within any part of the territory aforesaid, in connection with the crushing of stone as aforesaid, but the Licensor reserves the right to grant in said territory licenses or territorial assignments under said patents for the crushing of iron ore, or any other ore; and the Licensor also reserves the right to grant in said territory licenses or territorial assignments under said patents, for the crushing of limestone for direct use in the manufacture of cement.

TWELFTH: The Licensee shall not move, nor permit the removal of any Edison Giant Roll Crusher, or of any Edison secondary Crushers out of the said territory, or erect any plant containing any such Crusher outside of the said territory, nor shall the Licensee make use of any of the crushing plants herein above provided to be installed within the said territory for crushing rock from outside of said territory without first having received the written consent of the Licensor thereto.

THIRTEENTH: The Licensee shall keep separate books showing the amount of stone crushed by any crushing plant herein provided for, and such books shall be open to and accessible to the Licensor or his duly authorized representatives at all reasonable times. In the case of a quarry or quarries, whose whole product will be shipppd over one or more railroads, or other transportation systems, the Licensor may elect and require that the royal-

ties herein payable shall be based on the shipping receipts of the railroads or other transportation systems, by which the product of the plant or plants licensed in this agreement may be handled, and for the purpose of this agreement, in the case of such election, the total amount of the crushed stone shipped from such licensed plant, or plants, (minus only screenings sold for less than fifteen cents per ton or not used for the manufacture of sand-lime, brick, artificial stone, blocks, etc.) will be considered as the output thereof, whereon said royalties shall be payable. The Licensee shall, for each month, (whether plant is running or not), furnish the Licensor, in duplicate, a tonnage report of each plant, separately and in such standard one-page form as the Licensor may require for his records, which report shall be mailed not later than the seventh (7th) of the succeeding month, and the tonnage shall be given for each day of the month, and under heading of size, so as to show the amount of each size of stone crushed per diem.

The royalties above provided for shall be payable monthly and the Licensee shall remit to the Licensor the amount of the royalties for each calendar month on or before the twenty-second (22nd) day of the succeeding month.

FOURTEENTH: The Licensor agrees, at his own expense, when requested in writing by the Licensee so to do, and provided the exclusive rights herein granted shall be retained by the Licensee as herein provided, to prosecute such infringements as the Licensee may designate within any part of the said territory, of any of the said

patents that may be employed by the Licensee, so as to thereby protect the Licensee and preserve the exclusive rights hereby granted, and the Licensor also agrees, at his own expense, to defend any suits which may be brought against the Licensee for the infringement of any patents by the use of the apparatus hereby licensed, and to indemnify and save harmless the Licensee against all costs and damages which may be recovered against the Licensee in any such suit or suits. In the event of any such suit or suits within the said territory, the Licensee agrees to assist the Licensor in all reasonable and proper ways, which may be open to the Licensee.

FIFTEENTH: The license hereby granted and the royalties payable by the terms of this agreement shall continue as long as any of said patents, used in connection with said apparatus by the Licensee, remain in force, unless the license herein granted for the territory shall be previously surrendered by the Licensee, or cancelled by the Licensor, in accordance with the provisions hereof. If said patents are declared invalid by the final decree of a court of competent jurisdiction, then the royalties provided for herein shall cease and determine.

SIXTEENTH: The Licensor agrees to give the Licensee, so long as this contract may remain in force, and subject to all the terms and conditions hereof, the benefits of all the improvements that he may make, whether the same are patented or not, relating to the apparatus for crushing stone or designed for use in direct connection therewith, when such stone is used for the purposes covered by the license hereby granted.

SEVENTEENTH: The Licensee shall be permitted in advertising and other printed matter to refer to the fact that the apparatus used is manufactured under the Thomas A. Edison patents, but no other representation shall be made by which the impression may be created that the Licensor is connected with the Licensee in any other capacity than as Licensor.

EIGHTEENTH: The Licensee hereby expressly recognizes and acknowledges the validity of the Letters Patent under which this license is granted, and each of them; and of any patents which may hereafter be granted upon any of the applications and inventions under which this license is granted, admits the title of the Licensor in and to the said inventions, patents and applications, admits that the Licensor has the right and power to grant the rights and licenses herein granted, and agrees, during the existence of this contract, not to contest or attack the validity of any of the said patents, either directly or indirectly, and further, the Licensee agrees not to make or to be interested in any similar or like machine or apparatus, either directly or indirectly. The Licensee agrees not to install a Crusher manufactured under the Thomas A. Edison patents, except as said Crusher or Crushers, is or are manufactured under all the terms and conditions prescribed by this agreement.

NINETEENTH: The license hereby granted is personal to the Licensee and its successors in business. It confers no right to assign this license without the written consent of the Licensor and it applies only to crushing plants located within the said licensed territory and which may be owned and operated by the Licensee.

Provided, however, that if any one or more licensed crushing plants hereafter constructed by the Licensee shall, at any time voluntarily, or by operation of law, be sold or transferred to a single person, firm or corporation, the said purchaser or transferee shall be entitled to operate the said plant or plants under the same terms and conditions hereof, and subject to the payment of royalties as herein provided, but no such person, firm or corporation, to whom the said plant or plants shall have been sold or transferred, shall, by reason of such purchase or transfer, be entitled to construct, erect or operate additional plants embodying the said patented and unpatented apparatus, without the written consent thereto of the Licensor.

TWENTIETH: This agreement shall cease and determine and may be canceled by the Licensor, in case of the failure of the Licensee to pay its royalties herein provided, or upon any breach of any of its conditions, covenants, or stipulations, by the Licensee.

But this agreement shall not be canceled for failure to pay the royalties, as above provided, or for breach of any of its conditions, covenants or stipulations, until the Licensor shall first notify the Licensee in writing, of the default or breach, specifying the same, and thereupon the Licensee shall have the opportunity, within sixty (60) days thereafter, of paying the amount of royalty so in default, or of correcting such breach, and if said payment is made or said breach is corrected within the said period of sixty (60) days, this agreement shall continue in full force and effect until terminated for any reason or surrendered by the Licensee; but, in case of a second similar default or similar breach, but thirty (30) days

notice shall be given, in which to make the defaulted payment or to correct the breach; and no notice shall be given or time for payment allowed in the case of any subsequent default of payment or breach of the conditions, covenants or stipulations of this agreement. In the event of the cancellation, surrender or other termination of this agreement, neither of said parties to this agreement shall, in any way, waive any right, either at law or in equity, to sue for and recover damages for the breach or violation of the said agreement, or for any other appropriate relief, or recovery.

TWENTY-FIRST: The rights, privileges and obligations of the respective parties in and to this license agreement, except as hereinabove otherwise provided, shall inure to and be assumed by the executors, administrators, and assigns of the Licensor, and the successors in business of the Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

Thomas A. Edison

Witnesses to the signature of Thomas A. Edison:

W. S. Mallory

The Tompkins Cove Stone Co.,
Walter Tompkins
Presdt

ATTEST: Walter T. Searing
Henry A. Moore

D) 64

COPY

AGREEMENT

Between

THOMAS A. EDISON,

and

The KELLEY ISLAND LIME & TRANSPORT CO.

August 16, 1909.

FILE ENVELOPE No. 106
CONTENTS No. 1
THOMAS A. EDISON (Personal)

COPY

MEMORANDUM OF AGREEMENT, made and entered into this 16th day of August, 1909, by and between THOMAS A. EDISON, of Llewellyn Park, West Orange, in the County of Essex and State of New Jersey, hereinafter called the Licensor, party of the first part, and THE KELLEY ISLAND LIME AND TRANSPORT COMPANY, a corporation of the State of Ohio, hereinafter referred to as the Licensee, party of the second part:

WHEREAS, the Licensor has obtained Letters Patent of the United States, and has filed application for Letters Patent of the United States, as follows:

LETTERS PATENT.

Crushing Rolls, No. 567,187, Sept. 8, 1896;
Method of Breaking Rock, No. 672,616, April 23, 1901;
Apparatus for Breaking Rock, No. 672,617, April 23, 1901;
Grinding or Crushing Rolls, No. 674,057, May 14, 1901;
Apparatus for Screening Pulverized Material, No. 675,057, May 28, 1901.

APPLICATIONS FOR LETTERS PATENT.

Giant Rolls, filed January 13, 1903, Serial No. 138,813;
Crushing Rolls, filed Sept. 7, 1906, Serial No. 333,607.

C O P Y

AND, WHEREAS, the Licensee is desirous of obtaining a license under said patents and applications according to the conditions hereinafter named, within the following named territory, and is desirous of installing and operating at or near stone quarries within such territory, a number of complete Edison Giant Roll Crushers, and is desirous of having the said apparatus constructed under the control and general superintendence of the Licensor, the description of the said territory being the following, to wit:

(1) All of the State of Ohio, with the exception of the following named counties: Trumbull, Mahoning, Columbiana, Carroll, Jefferson, Belmont, Harrison and Monroe.

(2) All the islands in Lake Erie within the boundaries of the United States of America, and within a radius of seventy-five (75) miles from the City Hall in the City of Detroit, Michigan, and south of a prolongation of the line which forms the northern boundaries of the counties of Williams, Fulton and Lucas in the State of Ohio.

(3) All that territory in the State of Pennsylvania within the following named counties: Erie, Crawford, Warren, Forest, Elk, McKean, Cameron, Potter and Tioga.

(4) All that territory in the State of New York included in the following named counties: Chautauqua, Erie, Niagara, Orleans, Genesee, Monroe, Wyoming, Livingston, Cattaraugus, Alleghany, Steuben, Ontario, Yates, Wayne, Schuyler and Seneca.

C O P Y

WHEREAS, the Licensor is willing to grant such license under said Letters Patent and applications, for the said territory, subject to the conditions and for the purpose hereinafter named, and is willing to undertake the control and superintendence of the construction of the said Edison Giant Roll Crushers.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Licensor hereby grants to the Licensee, subject to the conditions hereinafter named, an exclusive license under the said Letters Patent and any Letters Patent which may hereafter be granted on said applications, within and throughout the said total territory above described, for the purpose of crushing for all uses (except for direct use in the manufacture of cement) limestone, gneiss or other rock, which may be found within the said territory, but not including iron or other ores.

SECOND: The Licensee hereby agrees to install within the above specified territory within one year from the signing of this contract at each of the following points: Marblehead, Ohio; White Rock, Ohio; and Akron, New York, one complete Edison Giant Roll Crusher, and secondary rolls and screens, and all such other equipment as the Licensor and Licensee shall mutually determine to be necessary for operating satisfactorily a complete plant for crushing stone. It is the expectation of the parties hereto that said installations shall be complete and ready for operation within one year from the date of this

C O P Y

agreement, but if, for any reason which is unavoidable and beyond the control of either of the parties hereto, its completion should be delayed beyond the said one year period, the said installation shall be completed and the machinery put into operation as soon as practicable thereafter. The Licensee further agrees to place orders for the machinery in accordance with the stipulations of this contract as soon as the plans are definitely decided upon, and all said machinery is to be delivered within one year from date of this contract.

The first six (6) months after the Edison Giant Crushers at White Rock, Ohio and Akron, New York, are first started up, shall be considered a Test Period for each of said Crushers. At the end of this period, unless the Licensor shall extend this limit upon good cause shown, the Licensee may notify the Licensor in writing, if it so concludes, that in its estimation the Edison Giant Roll Crushers so installed at White Rock, Ohio and Akron, New York are not a practical success. Upon this notification having been given, the exclusive license hereby granted shall terminate, and other licenses under said Letters Patent and applications therefor may thereupon be granted by the Licensor to any other person, firm or corporation, within the above specified territory and the Licensee shall have a non-exclusive right and license in said territory. If, within a period of six (6) months from the first starting of the said Crushers at White Rock, Ohio or Akron, New York, or within such extension

C O P Y

or extensions of said time as may be granted by the Licensor, said Licensee does not notify the Licensor in writing that the said Crushers are not a practical and commercial success, or if within the said times the Licensee shall notify the Licensor in writing that the said Crushers are operating successfully and satisfactorily, then this agreement shall become operative for the territory above defined, as an exclusive license, subject to the terms and conditions hereof. There shall be no test period such as above set forth, in the case of the Marblehead, Ohio Crusher, or in the case of subsequent crushers to be installed by the Licensee.

THIRD: The construction and installation of the said Edison Giant Roll Crushers, and any additional Crusher or Crushers thereafter that may be required by the Licensee shall be carried out in the following manner: The Licensor shall have control and superintendence of the design of the machinery and of its manufacture and inspection; he will obtain bids from reliable concerns for its manufacture and will recommend to the Licensee the acceptance of such bids as he considers most favorable. The orders for machinery shall be placed for the account of, and subject to the confirmation of the Licensee, and the Licensee shall pay all invoices for parts received from or manufactured in accordance with the regular terms of the Manufacturer, or in accordance with any special terms which may be agreed upon before placing the order. It is agreed that if it becomes necessary for the Licensor to have any work done at his own plant in connection with the

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manufacture of any of said Crushers or to furnish any part or parts thereof, then the said Licensor shall have such work done and shall furnish such parts and for any part or parts so furnished and work done at the plant of the Licensor, the latter will charge the Licensee only the actual cost of the same, it being understood that all of the said machinery is to be furnished at cost to the Licensee without addition of any manufacturing or selling profits by the Licensor. After orders have been placed, as above provided, the Licensor shall have entire charge of the manufacture of said machinery and will, free of expense to the Licensee, inspect the different work, as it progresses, at such time or times as the Licensor thinks necessary. The licensor will furnish and loan to the manufacturers of the Edison Giant Roll Crushers or parts thereof, all necessary detail drawings and all patterns except when these vary from the Licensor's standards, free of any charge to the Licensee except the necessary cost of transportation to and from the shops of such manufacturers. Every said Edison Giant Roll Crusher and Secondary Crushing Rolls to be manufactured under this agreement shall be of the best material and workmanship and of the latest and most improved design of the Licensor and the machine shall be complete in all its parts and constructed to suit the work in its particular territory, so far as such work can be foreseen. The size of the said Crushers is to be determined by the Licensor and to be approved by the Licensee as meeting the different requirements.

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FOURTH: As soon as the sites for the said Crushers have been selected by the Licensee and the Licensor has been notified of the location of the said sites, the Licensor, at his own expense, shall cause on e or more of his competent engineers to visit the said sites for the said Crushers in order to decide as to the best method of installing the said machinery. Upon said visit the representatives of the Licensor and of the Licensee shall determine as far as possible the plans to be followed so that the said machinery may be installed to the best advantage. The Licensor, as soon as possible thereafter, and at his own expense, will make the drawings for the foundation and installation of the Crushers. The Licensor will also, if desired, in so far as he can, make drawings showing in a general way the arrangement of the crushers in the plant, with reference to the remaining portion thereof, charging only the wages of the draughtsmen to the Licensee, but the Licensor shall not be responsible for the erection or arrangement of the entire plant, nor for the arrangement of the Crushers with reference to the plant, which matters, it is contemplated, shall be under the direction and control of a competent engineer or construction-draughtsman to be employed by the Licensee. The Licensor will give to the Licensee, in so far as he reasonably can, the benefit of his advice and experience in connection with the said Crusher installation and will assist the said draughtsman or engineer, as far as possible, regarding the installation thereof, by correspondence, or personally at the plant of the Edison Portland Cement Company, at New Village, New Jersey, or at the Edison Laboratory, Orange, New Jersey, as the Licensor may elect.

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FIFTH: The erection and starting up of the Crushers shall be in accordance with the plans and instructions of the Licensor and shall be under the control and superintendence of a competent man to be furnished by the Licensor, who shall remain with the Crushers after they have been installed, long enough to satisfy himself that the machines are operating successfully and satisfactorily. The Licensee shall pay for the services of said man at the rate of Five Dollars and Fifty Cents ($5.50) per day, including the time during which he is engaged at the Licensee's plant, traveling thereto and returning therefrom, and shall also pay his board while engaged at the Licensee's plant, and all legitimate traveling expenses from New Village, New Jersey, or an equivalent point and return. The Licensor guarantees that each said Edison Crusher made under this agreement, if made by manufacturers whose bids are approved by him, and if properly installed and properly operated, will operate successfully and will do the work for which it may be designed, in a proper manner.

SIXTH: If the exclusive license granted by this agreement is retained by the Licensee, the Licensee shall install such additional Edison Crushing Rolls as may be necessary to adequately supply the market for crushed stone within or controlled by the said total territory, all said Crushers to be constructed, inspected and installed and operated in the same manner as the Crushers hereinabove provided for, although the size of the same may be different therefrom. The Licensee shall use every reasonable effort to further the interests of the Licensor within said territory, and if at any time the Licensor believes

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that the business within or controlled by the said territory, is not being properly developed by the Licensee, and that the patented or non-patented apparatus of the Licensor is not being introduced therein to an adequate extent, the question of installation of additional Edison Crushers therein shall be submitted to arbitrators, the Licensor appointing one arbitrator, the Licensee another, and the two so appointed selecting a third, and the decision of any two of said arbitrators shall be accepted as final and binding by the parties hereto. If the Licensee shall not with due diligence comply with the decision of said arbitrators, requiring the further installation and equipment of additional crushers within the said territory, or if the Licensee shall refuse to appoint an arbitrator or to submit the matter to arbitration, as above provided, the exclusive license hereby granted shall terminate, and the Licensee shall be entitled only to a non-exclusive license, as to the plant or plants then in operation, or under construction.

SEVENTH: The Licensee shall pay license fees, or royalty, to the Licensor, his heirs and assigns, on all stone passed through any Edison Giant Roll Crusher installed under the terms of this agreement, as follows: During the test period of operation of the first Crusher to be installed at White Rock, Ohio, and of the first Crusher to be installed at Akron, New York, (which is six (6) months from time of first starting the Edison Giant Roll Crushers at these respective locations) the sum of one (1) cent per gross ton of Two thousand two hundred and forty (2,240) pounds on all stone passed through said apparatus. There-

after and during the subsequent life of this agreement, the Licensee agrees to pay the Licensor on all stone passed through any Edison Giant Roll Crusher installed under the terms of this agreement, except the Crushers to be installed at Kelley Island in Lake Erie and at Marblehead in Ohio, which are hereinafter specially provided for, a royalty of one and eighty-five one hundredths (1-85/100) cents per gross ton of Two Thousand two hundred and forty (2,240) pounds. (These figures are based on the Licensor's standard royalty rate of two (2) cents per cubic yard of crushed stone, stipulated as weighing 2,400 pounds). Provided however, that in consideration of the unusual conditions of quarrying and crushing stone at Marblehead, Ohio, and Kelley Island, Ohio, the Licensor agrees that if the saving expected by the use of Edison Giant Roll Crushers is not in excess of five (5) cents per ton over the Licensee's present cost for quarrying and crushing, then the royalty payable at the two above named plants shall be one cent (1) per gross ton. If the saving is over six (6) cents per gross ton the royalty shall be one and seventeen one-hundredths (1-17/100) cents per gross ton, and to continue in the same ratio up to a saving of ten (10) cents per gross ton when the full royalty of one and eighty-five one hundredths (1-85/100) cents per gross ton shall be paid. The above royalties apply to all material crushed or passed through the rolls and which may be crushed or broken stone, including the screenings and waste, when sold for fifteen (15) cents per gross ton or over, f.o.b. quarry, or when used by the Licensee for use in making sand-lime bricks, artificial stone, blocks and similar

products, but no royalty is to be paid on such screenings and waste if sold for less than fifteen (15) cents per gross ton, or if not used in the manufacture of bricks or artificial stone, blocks, or other similar products by the Licensee.

EIGHTH: If there is any delay caused by the Licensor or any enuxpected or unusual delay in any of the shops during the work of constructing the said Crusher or Crushers due to strikes, fires, accidents or other causes beyond the reasonable control of any or all the manufacturers, then the time limit above provided for will be extended proportionately by the Licensor. The Licensor further agrees that on the request of the Licensee he will extend the time for the complete installation of the Akron, New York, plant to such time as may be requested by the Licensee, not exceeding Nineteen (19) months from the date of this agreement.

NINTH: It is further provided that if at any time after the expiration of the test period above specified, the Licensee shall conclude that the further use of said patented or unpatented machinery is inexpedient and that it desires to discontinue such use, then the Licensee shall notify the Licensor in writing of this fact. The license granted by this agreement shal thereupon terminate and the Licensee shall not make use of the said patented or unpatented machinery thereafter for the purpose of crushing stone for any use whatsoever, and the payment of royalties by the Licensee shall be discontinued. When the said license is terminated either by reason of the discontinueance by the Licensee of the use of the said patented or unpatented machinery, or because of the cancellation of the

license hereby granted by the Licensor, in accordance with any of the provisions of this agreement authorizing such cancellation, the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of said license to any other licensee of the Licensor on the best terms which can be procured, and if sold to such other licensee, the said machinery shall be used for crushing stone in the territory of such other licensee and not elsewhere in accordance with the terms and provisions of any license contracts between the Licensor and such other licensee. The Licensor shall be informed by the Licensee when any such sale is being negotiated, and shall assist the Licensee, free of cost, in making such sale, provided the machinery is suitable for the work to be done in the territory of such other licensee. If the machinery is not disposed of in this manner, then the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of its license, as scrap, and for no other use or purpose, and will make a written guarantee to the Licensor to this effect before it sells the machinery; and any such purchaser or purchasers of the said machinery from the Licensee, as scrap, shall have no right or license to make use of the said machinery for the crushing of stone or of any other material. It is understood, however, that before any of such Edison machinery is sold to a third party as scrap, the Licensee will gime the Licensor opportuinty by notifying him in writing, to buy the said machinery at the current market price of scrap iron, provided the Licensor wishes to buy the same for himself or others. Before making any such sale of the said machinery either to another licensee of the Licensor or

to any third party, as scrap, the Licensee shall notify the Licensor in writing of the purchaser's name and address.

TENTH: If at any time after the expiration of the said test period, the Licensee shall conclude that the payment of the stated royalty per ton has become unduly large, it may elect to relinquish its right to an exclusive license and pay the Licensor a royalty of only one and four-tenths (1-4/10) cents per gross ton of two thousand two hundred and forty (2,240) pounds on all stone crushed in said machinery within said territory, except in the cases of the said Marblehead and Kelley Island plants, in which cases no such reduction shall be made; or it may elect to retain the exclusive license and to refer the readjustment of the royalty to be paid on stone crushed in any or all of the plants to be installed under this agreement to arbitration, the parties hereto each selecting an arbitrator, and these two arbitrators selecting a third; the decision of any two of said arbitrators shall be accepted by the parties hereto as final, but in no case shall the right of election to submit the matter to arbitration be exercised, unless as a result of improved apparatus or processes invented or used by competitors of the Licensee, the market price of crushed stone is so reduced as to make the payment of the said royalty named under this contract commercially impracticable.

From May 1 – 1914 exclusive territory rights were waived and royalty from that date [illegible] the rate of 1 4/10 ¢ per gross ton 2240 lbs at [illegible]

ELEVENTH: The Licensor hereby covenants and agrees with the Licensee not to grant to any person, firm or corporation, so long as the exclusive license herein granted for said territory shall be retained by the Licensee, any license or territorial right, under said patents, within any part of the territory aforesaid, in connection with the crushing of stone as aforesaid, but the Licensor re-

serves the right to grant in said territory licenses or territorial assignments under said patents for the crushing of iron ore, or any other ore; and the Licensor also reserves the right to grant in said territory licenses or territorial assignments under said patents, for the crushing of limestone for direct use in the manufacture of cement.

TWELFTH: The Licensee shall not move, nor permit the removal of any Edison Giant Roll Crusher, or of any Edison secondary crushers out of the said territory, or erect any plant containing any such Crusher outside of the said territory, nor shall the Licensee make use of any of the crushing plants hereinabove provided for to be installed within said territory for crushing rock from outside of said territory without first having received the written consent of the Licensor thereto.

THIRTEENTH: The Licensee shall keep separate books showing the amount of stone crushed by any crushing plant herein provided for, and such books shall be open and accessible to the Licensor or his duly authorized representative at all reasonable times. In the case of a quarry or quarries, whose whole product will be shipped over one or more railroads, or other transportation systems, the Licensor may elect and require that the royalties herein payable shall be based on the shipping receipts of the railroads or other transportation systems, by which the product of the plant or plants licensed in this agreement may be handled, and for the purpose of this agreement, in the case of such election, the total amount

of the crushed stone shipped from such licensed plant, or plants, (minus only screenings sold for less than fifteen (15) cents per ton, or not used for the manufacture of sand-lime brick, artificial stone, blocks and the like) will be considered as the output thereof, whereon said royalties shall be payable. The Licensee shall, for each month, (whether plant is running or not), furnish the Licensor, in duplicate, a tonnage report for each plant, separately and in such standard, onepage form as the Licensor may require for his records, which reports shall be mailed not later than the fifteenth (15th) of the succeeding month, and the tonnage shall be given for each day of the month, and under the heading of size of stone crushed per diem.

The royalties above provided for shall be payable monthly and the Licensee shall remit to the Licensor the amount of royalties for each calendar month on or before the twenty-second (22nd) day of the succeeding month.

FOURTEENTH: The Licensor agrees, at his own expense, when requested in writing by the Licensee so to do, and provided the exclusive rights herein granted shall be retained by the Licensee as herein provided, to prosecute such infringements as the Licensee may designate within any part of the said territory, of any of the said patents that may be employed by the Licensee, so as to thereby protect the Licensee and preserve the exclusive rights hereby granted, and the Licensor also agrees, at his own expense, to defend any suits which may be brought against the Licensee for the infringement of any patents by the use of the apparatus hereby licensed, and to indemnify and

save harmless the Licensee against all costs and damages which may be recovered against the Licensee in any such suit or suits. In the event of any such suit or suits within the said territory, the Licensee agrees to assist the Licensor in all reasonable and proper ways, which may be open to the Licensee.

The Licensor further agrees for and in consideration of the Licensee being the first and original Licensee within the above described territory, that provided the suit which the Licensor now has pending in the United States Circuit Court for the Western District of New York, against Allis-Chalmers Company, Empire Limestone Company and the Casparis Stone Company shall be finally decided in favor of the Licensor, and if the Licensor shall then decide to grant a license for the operation of the Crushing Rolls located at Pekin, New York, to which the said suit relates, the Licensor shall pay to the Licensee twenty-five per cent (25%) of all royalties received by him upon stone crushed by the said Crushing Rolls at Pekin, New York, and the Licensee agrees that if the said suit shall be so terminated in favor of the Licensor the Licensor shall have the right to grant a license for the operation of the said Crushing Rolls at Pekin, New York, but the said license shall provide for the payment of a royalty of not less than three (3) cents per cubic yard of 2400 lbs. on all stone crushed by the said rolls and shall be limited strictly to the present location of the said Crushing Rolls at Pekin, New York.

This suit was decided in Mr Edison's favor and the Allis-Chalmers Co have since acknowledged the validity of the patents, and the Empire & Casparis Co have discontinued the use of the rolls

FIFTEENTH: The license hereby granted and the royalties payable by the terms of this agreement shall continue as long as any of said patents, used in connection with said apparatus by the Licensee, remain in force, unless the license hereby granted for the territory shall be previously surrendered by the Licensee, or canceled by the Licensor, in accordance with the provisions hereof. If said patents are declared invalid by the final decree of a court of last resort and of competent jurisdiction, then the royalties provided for herein shall cease and determine.

SIXTEENTH: The Licensor agrees to give free of charge to the Licensee, so long as this contract may remain in force, and subject to all the terms and conditions hereof, the benefits of all the improvements that he may make, whether the same are patented or not, relating to the apparatus for crushing stone or designed for use in direct connection therewith, when such apparatus is used for the purposes covered by the license hereby granted.

SEVENTEENTH: The Licensee shall be permitted in advertising and other printed matter to refer to the fact that the apparatus used is manufactured under the Thomas A. Edison patents, but no other representation shall be made by which the impression may be created that the Licensor is connected with the Licensee in any other capacity than as Licensor.

EIGHTEENTH: The Licensee, for itself, its successors and assigns, hereby expressly recognizes and acknowledges the validity of the Letters Patent under which

this license is granted, and each of them; and of any patents which may hereafter be granted upon any of the applications and inventions under which this license is granted; admits the title of the Licensor in and to the said inventions, patents and applications; admits that the Licensor has the right and power to grant the rights and licenses herein granted; agrees during the existence of this contract, not to contest or attack the validity of any of the said patents, either directly or indirectly; agrees not to make or to be interested in any similar or like machine or apparatus, either directly or indirectly, and agrees not to install a Crusher manufactured under the Thomas A. Edison patents, except as said crusher or crushers, is or are manufactured under all the terms and conditions prescribed by this agreement.

NINETEENTH: The license herein granted is personal to the Licensee and its successors in business; it confers no rights to grant sub-licenses without the written consent of the Licensor; and it applies only to crushing plants located within said licensed territory and which may be owned and operated by the Licensee; Provided, however, that if any one or more licensed crushing plants hereafter constructed by the Licensee shall at any time voluntarily, or by operation of law, be sold or transferred to a single person, firm or corporation, the said purchaser or transferee shall be entitled to the benefit of a license to operate the same under the terms and conditions hereof and subject to the payment of royalties as herein provided, but no such person, firm or corporation shall,

by reason of such purchase or transfer be entitled to construct and operate additional plants embodying the said patented and unpatented apparatus without the consent thereto of the Licensor.

TWENTIETH: This agreement shall cease and determine and may be canceled by the Licensor, in case of the failure of the Licensee to pay the royalties herein provided, or a breach of any of its conditions, covenants or stipulations by the Licensee or its successors.

But this agreement shall not be canceled for failure to pay the royalties, as above provided, or for breach of any of its conditions, covenants or stipulations, until the Licensor shall first notify the Licensee, in writing, of the default or breach, specifying the same, and thereupon the Licensee shall have the opportunity, within sixty (60) days thereafter, of paying the amount of royalty so in default, or of correcting such breach, and if said payment is made or said breach is corrected within the said period of sixty (60) days, this agreement shall continue in full force and effect until terminated for any reason or surrendered by the Licensee; but in case of a second similar default or similar breach, but thirty (30) days notice shall be given, in which to make the defaulted payment or to correct the breach; and no notice shall be given or time for payment allowed in the case of any subsequent default of payment or breach of the conditions, covenants or stipulations of this agreement. In the event of the cancellation or other termination of this agreement, neither of the parties to this agreement shall, in any way, waive any right, either at law or in equity, to sue for and recover damages for the breach or violation of

the said agreement, or for any other appropriate relief, or recovery.

TWENTY-FIRST: The rights, privileges and obligations of the respective parties in and to this license agreement, except as hereinabove otherwise provided, shall inure to and be assumed by the exevutors, administrators and assigns of the Licensor and the Licensee and its successors in business.

TWENTY-SECOND: PROVIDED, however, should the licensee decide not to put in Edison Giant Crushing Rolls, at its plant at Akron, New York, within nineteen months from date of this contract, he shall so notify the licensor in writing, on or before August 1st, 1910, and the license hereby granted shall terminated on all that territory within the States of New York and Pennsylvania, as above described.

TWENTY-THREE: In the event the party of the second part shall acquire by purchase the plant at Pekin, New York, then the royalty of 1.85 cents per gross ton will apply, and shall be considered same as if party of second part installed Rolls at Akron, New York.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, the day and year first above written.

Witnesses to the Signature of
Thomas A. Edison.
Harry F. Miller
Geo. A. Meister

(Signed) Thomas A. Edison

THE KELLEY ISLAND LIME AND
TRANSPORT COMPANY,
BY

Caleb E. Gowan, Prest.

Attest:

W. A. Pardee
Secretary.

C O P Y

AGREEMENT made this 14th day of September A. D. 1909, by and between THOMAS A. EDISON, of Llewellyn Park, West Orange, in the county of Essex and State of New Jersey, hereinafter referred to as "said Edison", party of the first part, and the Sibley Quarry Company, a corporation of Michigan, hereinafter referred to as "said Sibley Company", party of the second part, WITNESSETH:

WHEREAS, by an agreement dated July 15, 1907, the said Edison granted unto the said Sibley Company a license under the following named patents and applications:-

LETTERS PATENT

Crushing Rolls, No. 567,187, Sept. 8, 1896;
Method of Breaking Rock, No. 672,616, April 23, 1901;
Apparatus for Breaking Rock, No. 672,617, April 23, 1901;
Grinding or Crushing Rolls, No. 674,057, May 14, 1901;
Apparatus for Screening Pulverized Material, No. 675,057, May 28, 1901.

APPLICATIONS FOR LETTERS PATENT

Giant Rolls, filed January 13, 1903, Serial No. 138,813;
Screening Plates, filed August 1, 1903, Serial No. 167,929;
Crushing Rolls, filed September 7, 1906, Serial No. 333,607.
and for the following named territory:-

(1)

(12)

C O P Y

A G R E E M E N T.

Between

THOMAS A. EDISON

- and -

SIBLEY QUARRY COMPANY.

Dated Sept. 14, 1909.

FILE ENVELOPE No. 101
CONTENTS No. 1
THOMAS A. EDISON (Personal)

Commencing at the City of Mackinaw, State of Michigan, following the shore line of Lake Huron to a point thereon seventy-five miles from the City Hall in the City of Detroit; thence following a circular line from said point to the southern shore of Lake Erie in the State of Ohio, thence following the southern shore of Lake Erie in a generally western direction to a point due south of a point one mile due east of Kelley's Island in Lake Erie; thence due south to a point seventy-five miles from the City Hall in the City of Detroit; thence in a circular direction from the latter point, and finally along a line tangentially to the latter circle and running almost due north to the point of beginning.

AND, WHEREAS, by an agreement bearing even date herewith between the parties hereto and the Kelley Island Lime and Transport Company, a corporation of the State of Ohio, (hereinafter referred to as "said Kelley Island Company"), the said Sibley Company agreed that the said Kelley Island Company should have the right and license, and that the said Edison should have the power to grant the right and license to the said Kelley Island Company, to crush stone by means of apparatus manufactured under the said patents and applications within the following named territory, which is included within the original territory for which a license was granted by said Edison to said Sibley Company by the said agreement of July 15, 1907, to wit:

1. All that territory within the State of Ohio, which is west of a north and south line, passing one mile east of Kelley's Island in Lake Erie, and which is within a radius of seventy-five miles from the City Hall in the City of Detroit, Michigan.

2. All the islands in Lake Erie within the boundaries of the United States of America, and within a radius of seventy-five miles from the City Hall in the City of Detroit, Michigan, and south of a continuation of the line which forms the northern boundaries of the counties of Williams, Fultonand Lucas in the State of Ohio.

AND, WHEREAS, in pursuance of the provisions of the said agreement between the parties hereto and the said Kelley Island Company, the said Edison on even date herewith has granted a license to the said Kelley Island Company, including the said last named territory:

NOW, THEREFORE, for and in consideration of the premises and if the sum of One Dollar ($1.00) toeach of the parties hereto in hand paid by the other, and of other good and valuable consideration from eaah of the parties hereto to the other moving, receipt of all of which is hereby acknowledged, THE PARTIES HERETO AGREE AS FOLLOWS:

The said Edison agrees to pay to the said Company each month thirty per cent (30%) of the moneys actually received by him as royalties from the said Kelley Ish nd Company upon stone crushed in the aforesaid terri-

tory by the said Kelley Island Company by means of apparatus embodying the said inventions, patents and applications. The said Edison shall use due diligence in collecting the said royalties from the said Kelley Island Lime Company and shall remit the thirty per cent (30%) as aforesaid to the said Sibley Company within ten days from the receipt thereof. The said Sibley Company shall continue to pay to said Edison the royalties in full as set forth in the said agreement of July 15, 1907, and the modifications thereof hereinafter contained. Provided, however, that the percentage of royalties received by the said Edison from the said Kelley Island Company and paid by him to the said Sibley Company shall not, in any calendar year, exceed the total amount of the royaly paid by the said Sibley Company to said Edison within that calendar year. Adjustment of any differences in the said payments between the said Sibley Company and the said Edison which may arise by reason of disparity in the amounts of monthly royalties of the said Companies or for any other reason shall be made quarterly or more often as may be mutually arranged from time to time between the parties hereto.

IT IS AGREED, that if the said Sibley Company desires at any time to verify the figures given to said Sibley Company by said Edison in pursuance of this agreement, as the amounts of the royalties paid to said Edison by said Kelley Island Company, said Sibley Company may employ a certified accountant who shall be acceptable to both parties hereto, and the said certified accountant shall have access at all reasonable times to the reports

received by said Edison from the said Kelley Island Company for the purpose of verifying the correctness of the statements made by said Edison to said Sibley Company, and for no other purpose, and the said certified accountant in making his report to the said Sibley Company shall be limited to the verification from such reports of the correctness of the amounts reported by said Edison to said Sibley Company.

IT IS UNDERSTOOD AND AGREED, however, that the said arrangement for payment and repayment is for the convenience of the parties only and that the payment of royalties to said Edison by said Sibley Company and by the said Kelley Island Company are in no way dependant upon one another, and that the said Sibley Company shall have no right to claim any deduction from royalty due from it to said Edison except on account of royalty actually paid to and received by said Edison from said Kelley Island Company in accordance with the provision hereof.

The parties hereto agree that the agreement between the said parties made on the 15th day of July, 1907, shall be modified as follows, to wit:

By the insertion in the said agreement of July 15, 1907, at the close of line 6 of paragraph 4 on page 5 thereof, the following:

> Provided, however, that the above royalties shall apply to all materials crushed or passed through the rolls and which may be crushed or broken stone including screenings and waste when sold for fifteen cents (15/) per cubic yard or over f.o.b. quarry, or when used by the Licensee for use in making sand-lime bricks, artificial stone, blocks, lime and similar products, but no royalties is to be paid on such screenings and waste if sold for less than fifteen cents (15¢) per cubic yard, or if not

used in the manufacture of bricks, artificial stone, blocks, lime or similar products by the Licensee."

This agreement is supplementary to the said agreement of July 15, 1907, between the parties hereto, and the present agreement of rights hereunder shall not be assignable by the Sibley Company except in accordance with the provisions relating to assignment embodied in the said agreement of July 15, 1907, and shall be assignable only in conjunction with the said agreement of July 15, 1907, and to the party or parties to whom said agreement of July 15, 1907, may be assigned.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate originals the day and year first above written.

Witness to the signature of Thomas A. Edison.

THOMAS A. EDISON

FRANK L. DYER

SIBLEY QUARRY COMPANY.

By

E. S. CHURCH, JR.
Prest.

Attest:

A. CHURCH
Secretary.

Richard W. Kellow File
Edison Portland Cement Company (1899-1909)

This folder consists primarily of agreements relating to the finances, patents, and corporate identity of the Edison Portland Cement Co. Included are the agreement to organize the company, signed by Edison and the investors on April 15, 1899; the agreement forming the Association of Licensed Cement Manufacturers on December 30, 1907; and other agreements involving Edison, the investors, and the company. Also included are several letters by Walter S. Mallory, vice president of the Edison Portland Cement Co., regarding his salary and personal finances. One undated memorandum was probably written by Mallory in 1893. The documents are from envelopes 71 and 79.

Original Subscription List
April 15th 1899
2328

Edison Portland Cement Co.

WE, THE UNDERSIGNED, agree together to form a corporation under the laws of the State of New Jersey for the manufacture and sale of Portland Cement to be called "THE EDISON PORTLAND CEMENT COMPANY", as follows:

First:-The capital to be eleven million dollars ($11,000,000) two million dollars ($2,000,000) thereof to be in preferred stock and nine million dollars ($9,000,000) to be in common stock and the par of each share of stock to be one hundred dollars ($100); eight per cent (8%) per annum cumulative dividend shall be paid quarterly on the preferred stock after which dividends shall be paid on the common stock. All of said dividends shall be paid only from the earnings and income of said company and in case of liquidation that portion of the capital stock represented by preferred stock shall be first liquidated and paid from the assets of said company.

Second. Upon the formation of said company one million dollars ($1,000,000) of preferred stock only shall be issued and paid for in cash as hereinafter provided on the call of the board of directors, the proceeds thereof to be used only in erecting and operating cement plants as hereinafter provided. Nine million dollars ($9,000,000) of the common stock shall be issued full-paid to Thomas A. Edison in payment by the company to him and in consideration therefor he shall assign to said company the exclusive rights under his patents covering the use of his machinery for the manufacture of cement only, in the United States and Canada, and also all designs of said machinery, except construction drawings,

and the benefit of his knowledge and experience in establishing a continuous system from the quarrying of the material to the finished product. The said Thomas A. Edison shall retain for his own absolute use four million nine hundred and fifty thousand dollars ($4,950,000) of said common stock; three million dollars ($3,000,000) thereof shall be paid by him to the subscribers hereto in proportion to the amount of preferred stock taken by them; seven hundred and fifty/thousand dollars ($750,000) thereof shall be paid by him to Harlan Page as a commission for negotiating this transaction and three hundred thousand dollars ($300,000) thereof shall be disposed of as decided by the board of directors.

Third.- The said Thomas A. Edison agrees that the company so to be formed in pursuance hereof shall have the exclusive rights to future improvements, inventions and the results of his thoughts and study pertaining to the cement business during the life of said patents and any improvement thereon, without any cost or charge to the company, except as hereinafter provided, and during that time the said Thomas A. Edison shall have the managing control of the technique of the construction and manufacturing part of the business, but shall receive no salary therefor.

Fourth.- It is agreed that the said Thomas A. Edison is to have and receive as compensation for his services, etc., provided for in the third paragraph hereof the following sums, to wit: One-half of the difference between sixty cents (60¢) for every four hundred (400) pounds of cement and the actual cost of manufacturing the same f.o.b. cars at factory, exclusive of package, below that figure for the production of said quantity, provided,

however, that the company receives an average of one dollar (\$1.00) or more for said four hundred pounds. If the said company should sell said quantity at an average of ninety cents (90¢) up to one dollar per barrel then the maximum amount for basis of calculation shall be fifty-four cents (54¢) instead of sixty cents; should said company sell said quantity at an average of from eighty cents (80¢) to ninety cents (90¢) per barrel, then the said maximum amount shall be forty-eight cents (48¢); should said company sell said quantity for a price at an average of from seventy cents (70¢) to eighty cents (80¢) then the said maximum amount shall be forty-two (42¢); should said company sell said quantity at an average of from sixty cents (60¢) to seventy cents (70¢) then the said maximum amount shall be thirty-six cents (36¢). In arriving at the actual amount to be paid, the said Thomas A. Edison as aforesaid, there shall be added to the said/actual cost of manufacturing two cents (2¢) per four hundred pounds toward expenses, the meaning hereof being that if the price of cement is reduced in open market the aforesaid compensation of the said Thomas A. Edison shall also be reduced on the basis above set forth and so that a reasonable profit may always be made by the company in conducting its business. Should the selling price of such product be less than sixty cents per barrel, said Edison's royalty shall be reduced pro rata, and in event of the death of said Edison, his heirs, executors, and administrators, shall, during life of said patents, receive fifty per cent (50%) of the amount that would be due the said Edison if he were alive when said royalty accrued, it being understood that four hundred pounds and one barrel are synonymous terms.

Fifth.- From the proceeds of sale of the first million dollars of preferred stock, a plant shall be erected and constructed according to the terms hereof with a capacity of four thousand (4000) barrels per day; and when said plant produces a net income over all manufacturing expenses of twenty-five per cent (25%) on said one million dollars of preferred stock, then a second plant shall also be constructed. Payments on said preferred stock shall be made only as required for the construction of said complete plants and working capital. The second million dollars of preferred stock herein provided for shall be issued for the purpose of building additional plants, until the output reaches twenty thousand (20,000) barrels per day from plants designed by said Thomas A. Edison and equipped with his machinery, the net income of each four thousand barrel plant per day as erected, however, must pay as in the first instance at least twenty-five per cent on one million of dollars before proceeding with another plant, it being understood that for cement manufactured and produced from said Edison's patented machinery, the said Thomas A. Edison shall continue to receive the same royalty for cement manufactured and produced in excess of twenty thousand barrels per day.

Sixth.- With the consent of three-quarters of all the shares of stock at a meeting duly convened for the purpose, the company to be formed may absorb or merge with any other Cement Company, or issue rights upon a royalty for manufacturing cement under said Edison's patents and with the like consent of three-

quarters of all the shares of stock may increase the capital of said company. From any royalty for rights, it is understood Mr. Edison shall receive the same amount per four hundred pounds as is paid him by the company for manufacturing the cement.

Seventh.- When said corporation is formed this agreement and writing shall terminate, but the unfulfilled provisions thereof shall be incorporated in a memorandum to be executed by the said Company and the said Thomas A. Edison, the said company acting through its board of directors under authority from the stockholders at a meeting duly convened for that purpose.

Eighth.- As a condition precedent to the fulfilment of this agreement by the subscribers hereto the said Thomas A. Edison shall within about forty-five (45) days from the date hereof practically demonstrate to the satisfaction of said subscribers by the erection, completion and operation of a plant at his own expense under his own patents and designs, capable of crushing and screening Portland Cement Clinker at the rate of one hundred (100) barrels per hour, and capable of being worked continuously twenty (20) hours per day, said cement ground shall fulfil the requirements of the American Society of Civil Engineers as to fineness of sizing, and the cement so ground from the clinker obtained from other makers shall by test be equal to that which would have been made if such makers ground it at their own works, but superior by reason of finer grinding, and satisfy them that the cost for the erection of said four thousand barrel plant per day, including quarry and

the necessary working capital, until said plant is receiving an income, shall not exceed the sum of seven hundred and fifty thousand dollars ($750,000), and that the cost of manufacturing said cement from said four thousand barrel plant per day shall not exceed the sum of forty cents (40¢) per barrel, and further the said subscribers hereto shall be satisfied from a written opinion of said Thomas A. Edison's counsel familiar with the subject that all the machinery, appliances, etc., connected with the crushing, grinding, screening and burning of said cement are properly secured by patents duly issued and applications made for same, and a further opinion of said counsel that said patents do not infringe on any other device for the same purpose or upon the same principle and that all rights for the manufacture of cement in the United States and Canada under said patents will be legally and duly assigned to said company when formed, as herein provided, for and during the life of said patents and any improvements thereon. And the said Thomas A. Edison shall defend the said company or its assignees against all suits or actions arising from alleged infringements by reason of said patents, provided that this company will bear one-third the expense of any litigation affecting the said company. Should the said Thomas A. Edison decline or refuse to defend as aforesaid, then the said company may do so and charge said Edison two-third (2/3rds) of the expense against his royalty. It is understood, however, that this company will not contest the validity of any of said patents.

Upon the terms hereinbefore set forth, we, the subscribers, agree to take the amount of the preferred stock set opposite our names:

[illegible] $175,000

[illegible] $415.000.

[illegible] $45.000

F. H. Tunnell $20.000

Luther S. Kent $20,000

S. J. Shanbacker $30.000

B. Townsend Jr $10.000,

[illegible] $120.000

[illegible] 10.000

Henry E. Townsend $40.000

Edgar D. Cook $10.000

John W. Mack 25.000

Henry V. Schwicky $25000.—

Jacob S. Seeds $25.000

S. Boyd Carrigan $10.000

C. A. Coffin By E. D. Mullen $20.000

43
1,000,000

I accept the foregoing Conditions

Thomas A. Edison

Orange NJ April 15 1899

#2

WHEREAS by an Agreement dated the fifteenth day of April A. D. 1899, copy of which is hereto annexed, wherein and whereby it was agreed by the parties thereto to form a corporation under the laws of the State of New Jersey, for the manufacture and sale of Portland Cement, to be called the Edison Portland Cement Company, and

WHEREIN it was therein also agreed, as is fully set forth in Article Second thereof, that Thomas A. Edison should receive of the common stock of the said Company, and retain for his own absolute use, Four Million Nine Hundred and Fifty Thousand Dollars ($4,950,000), at the par value thereof, and also that Seven Hundred and Fifty Thousand Dollars ($750,000) at the Par value thereof should be paid by him to Harlan Page as a commission for negotiating the transaction, and

WHEREAS it was further provided therein that the said Thomas A. Edison should have and receive, as compensation for his services, certain royalties, as are more particularly and at large set forth in Article Fourth of the said Agreement, and

WHEREAS the said Thomas A. Edison has agreed with the parties hereto to distribute and divide among them, in the proportions and amounts hereinafter set forth, part of the said common stock so to be received by him, amounting to Four Million Nine Hundred and Fifty Thousand Dollars ($4,950,000), and the said Harlan Page is desirous and willing that the aforesaid stock so to be paid to him, amounting to Seven Hundred and Fifty Thousand Dollars ($750,000), shall be a part and parcel of and included in said distribution, thus increasing the amount for such distribution and aggregating the same in the sum of Two Millions Eight Hundred and Fifty Thousand Dollars ($2,850,000) of the stock of the said Company, at the par value thereof.

NOW THIS AGREEMENT made and entered into this fifteenth day of April, A. D. 1899, by and between the said Thomas A. Edison of Orange, New Jersey, of the one part, and Harlan Page, of Germantown,

H.P. TAE W N

4/15/99 (2)

Philadelphia, Walter S. Mallory, of Orange, New Jersey, and William S. Pilling, and Theron I. Crane, both of the said City of Philadelphia, of the other part; WITNESSETH: for and in consideration of the premises, and of the sum of One Dollar to the said Thomas A. Edison in hand paid, the receipt whereof is hereby acknowledged, and of services rendered in the formation and organization of the said Corporation.

FIRST. That part of the said common stock of the Edison Portland Cement Company so to be received by the said Thomas A. Edison, amounting at the par value thereof to Four Millions Nine Hundred and Fifty Thousand Dollars ($4,950,000), increased by the amount of the said stock agreed to be paid to the said Harlan Page in the sum of Seven Hundred and Fifty Thousand Dollars ($750,000) which is to be added thereto, amounting in all to the sum of Five Millions Seven Hundred Thousand Dollars ($5,700,000), shall and will immediately after the same shall have been delivered to him, be divided and distributed by the said Thomas A. Edison between and among the other parties to this Agreement, in the manner and proportions following, to-wit: Upon the receipt of the said stock by the said Thomas A. Edison, he shall and will transfer to the said Harlan Page shares to the par value of Nine Hundred and Fifty Thousand Dollars ($950,000); to Walter S. Mallory, shares to the par value of Nine Hundred and Fifty Thousand Dollars ($950,000); to 950,000 William S. Pilling, shares to the par value of Four Hundred and Seventy-five Thousand Dollars ($475,000); to Theron I. Crane, shares to the par value of Four Hundred and Seventy-five Thousand Dollars ($475,000), aggregating in stock, at the par value thereof, the sum of Two Millions Eight Hundred and Fifty Thousand Dollars ($2,850,000), being fifty per cent, or one-half part of the whole of the above amount of Five Millions Seven Hundred Thousand Dollars, ($5,700,000).

SECOND. And the said Thomas A. Edison further agrees to divide the royalties so to be received by him according to the terms of Article Fourth of the aforesaid Agreement, between and among the other parties to this Agreement, according to the following table and

scale, to-wit: of all such royalties, when and as received by him, and whatsoever the amount of the same may be, he will pay to the said Harlan Page eight and one-third per cent thereof in cash; to Walter S. Mallory, eight and one-third per cent thereof, also in cash; to William S. Pilling, four and one-sixth per cent thereof, also in cash; and to Theron I. Crane, four and one-sixth per cent thereof, also in cash, being together twenty-five per cent of the amount of such royalties so as agreed to be paid to the said Thomas A. Edison, according to the terms of the said Agreement. In the event of any litigation arising from alleged infringements of said patents the amount paid by said Edison for such litigation shall be charged against the said royalty before any division is made between the parties hereto

TAE
WSM
WSP
T.I.C.
HP.

THIRD. It is further agreed between the parties hereto, that the said parties of the second part shall and will at the time of receiving their aforesaid allotted stock, assign to the said Thomas A. Edison, or his nominee, as a voting trustee, one-eighth of the total issue of the preferred and common stock of the Corporation to be formed as aforesaid, held by the said parties of the second part, the contributions to the said one-eighth part, being made in proportion to the individual holdings of the said parties of the second part, with the right, however, reserved to each of the said parties of the second part to withdraw any part of the said stock so as aforesaid contributed to the said voting trustee, and to substitute other shares held by other parties therefor, to the par value of the shares so withdrawn. The said party of the first part also agrees to assign to the said voting trustee, at least one share more than one-eighth of the total issue of preferred and common stock of the said proposed corporation, and likewise reserves the right to withdraw stock and substitute other stock to the par value of stock withdrawn as herein before provided and reserved by and to the parties of the second part.

AND IT IS FURTHER understood that this Agreement shall extend

to and bind the parties hereto, their heirs, administrators, executors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year aforesaid.

Signed, sealed and delivered in the presence of us

Geo C Hagner

F. P. Jepson

Louis B. Ashbrook

F. P. Jepson

F. P. Jepson

Thomas A Edison (L.S.)

Harlan Page (L.S.)

Walter S Mallory (L.S.)

Wm S Pilling (L.S.)

Theron I. Crane (L.S.)

April 15th 1899

WE, THE UNDERSIGNED, agree together to form a corporation under the laws of the State of New Jersey for the manufacture and sale of Portland Cement to be called "THE EDISON PORTLAND CEMENT COMPANY", as follows:

(#1)

First:- The capital to be eleven million dollars ($11,000,000) two million dollars ($2,000,000) thereof to be in preferred stock and nine million dollars ($9,000,000) to be in common stock and the par of each share of stock to be one hundred dollars ($100); eight per cent (8%) per annum cumulative dividend shall be paid quarterly on the preferred stock after which dividends shall be paid on the common stock. All of said dividends shall be paid only from the earnings and income of said company and in case of liquidation that portion of the capital stock represented by preferred stock shall be first liquidated and paid from the assets of said company.

Second:- Upon the formation of said company one million dollars ($1,000,000) of preferred stock only shall be issued and paid for in cash as hereinafter provided on the call of the board of directors, the proceeds thereof to be used only in erecting and operating cement plants as hereinafter provided. Nine million dollars ($9,000,000) of the common stock shall be issued full-paid to Thomas A. Edison in payment by the company to him and in consideration therefor he shall assign to said company the exclusive rights under his patents covering the use of his machinery for the manufacture of cement only, in the United States and Canada, and also all designs of said machinery, except construction drawings, and the benefit of his knowledge and experience in establishing a continuous system from the quarrying of the material to the finished product. The said Thomas A. Edison shall retain for his own absolute use four million nine hundred and fifty thousand dollars ($4,950,000) of said common stock; three million dollars ($3,000,000) thereof shall be paid by him to the subscribers hereto in proportion to the amount of preferred stock taken by them; seven

(#1)

hundred and fifty thousand dollars ($750,000) thereof shall be paid by him to Harlan Page as a commission for negotiating this transaction and three hundred thousand dollars ($300,000) thereof shall be disposed of as decided by the board of directors.

Third. The said Thomas A. Edison agrees that the company so to be formed in pursuance hereof shall have the exclusive rights to future improvements, inventions and the results of his thoughts and study pertaining to the cement business during the life of said patents and any improvement thereon, without any cost or charge to the company, except as hereinafter provided, and during that time the said Thomas A. Edison shall have the managing control of the technique of the construction and manufacturing part of the business, but shall receive no salary therefor.

Fourth. It is agreed that the said Thomas A. Edison is to have and receive as compensation for his services, etc., provided for in the third paragraph hereof the following sums, to wit: One-half of the difference between sixty cents (60¢) for every four hundred (400) pounds of cement and the actual cost of manufacturing the same f.o.b. cars at factory, exclusive of package, below that figure for the production of said quantity, provided, however, that the company receives an average of one dollar ($1.00) or more for said four hundred pounds. If the said company should sell said quantity at an average of ninety cents (90¢) up to one dollar per barrel then the maximum amount for basis of calculation shall be fifty-four cents (54¢) instead of sixty cents; should said company sell said quantity at an average of from eighty cents (80¢) to ninety cents (90¢) per barrel, then the said maximum amount shall be forty-eight cents (48¢); should said company sell said quantity for a price at an average of from seventy cents (70¢) to eighty cents (80¢) then the said maximum amount shall be forty-two (42¢); should said company sell said quantity at an average of from sixty cents (60¢) to seventy cents (70¢) then the said maximum amount shall be thirty-six cents (36¢). In arriving at the actual amount to

~~[illegible] Thomas A. Edison as aforesaid~~

be paid, the said Thomas A. Edison as aforesaid, there shall be added to the said actual cost of manufacturing two cents (2¢) per four hundred pounds toward expenses, the meaning hereof being that if the price of cement is reduced in open market the aforesaid compensation of the said Thomas A. Edison shall also be reduced on the basis above set forth and so that a reasonable profit may always be made by the company in conducting its business. Should the selling price of such product be less than sixty cents per barrel, said Edison's royalty shall be reduced pro rata, and in event of the death of said Edison, his heirs, executors, and administrators, shall, during life of said patents, receive fifty per cent (50%) of the amount that would be due the said Edison if he were alive when said royalty accrued, it being understood that four hundred pounds and one barrel are synonymous terms.

Fifth. From the proceeds of sale of the first million dollars of preferred stock, a plant shall be erected and constructed according to the terms hereof with a capacity of four thousand (4000) barrels per day; and when said plant produces a net income over all manufacturing expenses of twenty-five per cent (25%) on said one million dollars of preferred stock, then a second plant shall also be constructed. Payments on said preferred stock shall be made only as required for the construction of said complete plants and working capital. The second million dollars of preferred stock herein provided for shall be issued for the purpose of building additional plants, until the output reaches twenty thousand (20,000) barrels per day from plants designed by said Thomas A. Edison and equipped with his machinery, the net income of each four thousand barrel plant per day as erected, however, must pay as in the first instance at least twenty-five per cent on one million of dollars before proceeding with another plant, it being understood that for cement manufactured and produced from said Edison's patented machinery, the said Thomas A. Edison shall continue to receive the same royalty for cement manufactured and produced in excess of twenty thousand barrels

per day.

Sixth. With the consent of three-quarters of all the shares of stock at a meeting duly convened for the purpose, the company to be formed may absorb or merge with any other Cement Company, or issue rights upon a royalty for manufacturing cement under said Edison's patents and with the like consent of three-quarters of all the shares of stock may increase the capital of said company. From any royalty for rights, it is understood Mr. Edison shall receive the same amount per four hundred pounds as is paid him by the company for manufacturing the cement.

Seventh. When said corporation is formed this agreement and writing shall terminate, but the unfulfilled provisions thereof shall be incorporated in a memorandum to be executed by the said Company and the said Thomas A. Edison, thesaid company acting through its board of directors under authority from the stockholders at a meeting duly convened for that purpose.

Eighth. As a condition precedent to the fulfillment of this agreement by the subscribers hereto the said Thomas A. Edison shall within about forty-five (45) days from the date hereof practically demonstrate to the satisfaction of said subscribers by the erection, completion and operation of a plant at his own expense under his own patents and designs, capable of crushing and screening Portland Cement Clinker at the rate of one hundred (100) barrels per hour, and capable of being worked continuously twenty (20) hours per day, said cement ground shall fulfill the requirements of the American Society of Civil Engineers as to fineness of sizing, and the cement so ground from the clinker obtained from other makers shall by test be equal to that which would have been made if such makers ground it at their own works, but superior by reason of finer grinding, and satisfy them that the cost

for the erection of said four thousand barrel plant per day, including quarry and the necessary working capital, until said plant is receiving an income, shall not exceed the sum of seven hundred and fifty thousand dollars ($750,000), and that the cost of manufacturing said cement from said four thousand barrel plant per day shall not exceed the sum of forty cents (40¢) per barrel, and further the said subscribers hereto shall be satisfied from a written opinion of said Thomas A. Edison's counsel familiar with the subject that all the machinery, appliances, etc., connected with the crushing, grinding, screening and burning of said cement are properly secured by patents duly issued and applications made for same, and a further opinion of said counsel that said patents do not infringe on any other device for the same purpose or upon the same principle and that all rights for the manufacture of cement in the United States and Canada under said patents will be legally and duly assigned to said company when formed, as herein provided, for and during the life of said patents and any improvements thereon. And the said Thomas A. Edison shall defend the said company or its assignees against all suits or actions arising from alleged infringements by reason of said patents, provided that this company will bear one-third the expense of any litigation affecting the said company. Should the said Thomas A. Edison decline or refuse to defend as aforesaid, then the said company may do so and charge said Edison two-third (2/3rds) of the expense against his royalty. It is understood, however, that this company will not contest the validity of any of said patents.

Upon the terms hereinbefore set forth, we, the subscribers, agree to take the amount of the preferred stock set opposite our names:

Agreement
Thos A Edison
June 9th 1899

THIS AGREEMENT made this Ninth day of June A. D. 1899, by and between THOMAS A. EDISON, hereinafter called the party of the first part, and THE EDISON PORTLAND CEMENT COMPANY, a corporation duly organized under the laws of the State of New Jersey, hereinafter called the party of the second part;

WHEREAS in and by an agreement made and entered into on the fifteenth day of April, 1899, between the said Thomas A. Edison and the incorporators of the said The Edison Portland Cement Company and others, it was agreed, among other things, that said Company should be formed with a capital stock of Eleven Million Dollars, of which Nine Million Dollars (of the par value of Fifty Dollars each) was to be common stock, which shares of common stock were to be assigned unto the said Thomas A. Edison in consideration of the performance by him of certain covenants contained in said agreement;

AND WHEREAS it was provided in and by the seventh section of said agreement, that when said corporation was formed said writing should terminate, but its unfulfilled provisions should be incorporated in a new agreement to be made between said Thomas A. Edison and said Company; and it is the purpose and intent of this present agreement to provide for the performance both on the part of the said Thomas A. Edison and upon the part of the said corporation of all such agreements and covenants contained in said agreement as have not been already fulfilled and performed.

AND WHEREAS the test and the estimates of cost provided for in and by the eighth section of said agreement have been made to the satisfaction of all parties in interest;

AND WHEREAS the said corporation has been duly chartered under the laws of the State of New Jersey;

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NOW THIS AGREEMENT WITNESSETH that the said party of the first part for and in consideration as well of the sum of One Dollar to him in hand well and truly paid by the party of the second part, the receipt whereof is hereby acknowledged, as in consideration of the performance of the agreements and covenants which on the part of said party of the second part are to be kept and performed, both hereby covenant and agree with the said party of the second part to assign, transfer and set over unto the said party of the second part the exclusive rights under his, the said Thomas A. Edison's, patents and applications for patents, covering the use of his machinery for the manufacture of cement only, in the United States and Canada, and also to furnish said party of the second part with all designs of said machinery, except construction drawings, and also to give unto the said party of the second part the benefit of his knowledge and experience in establishing a continuous system from the quarrying of the material to the finished product.

And the said party of the first part further agrees that the said Company shall have the exclusive rights to future improvements, inventions and the results of his thought and study pertaining to the cement business, during the life of said patents, and application for patents, and any extension or extensions thereof, and any improvement thereon, without any cost or charge to the said Company, except as hereinafter provided. It is further understood and agreed that during that time the said party of the first part shall have the managing control of the technique of the construction and manufacturing part of said business, and he hereby covenants and agrees to give unto

the said Company the benefit of his said services; it being further understood and agreed that he is to have and receive no salary therefor.

It is further understood and agreed that during the life time of said Thomas A. Edison, the said Company shall use no machinery for the manufacture of cement other than that for which said Thomas A. Edison has patents, or application for patents, except by and with the consent of said Thomas A. Edison first had and obtained, provided always that Edison's machinery shall be as effective as any in use.

And the said party of the second part in consideration of the premises and of the sum of One Dollar to it well and truly paid by the said party of the first part, the receipt whereof is hereby acknowledged, doth hereby agree to assign, transfer and set over unto him, the said party of the first part, 179,965 shares of the common capital stock of said Company: unto Harlan Page 5 shares; unto William H. Shelmerdine 5 shares; unto E. Clarence Miller 5 shares; unto Luther S. Bent 5 shares; unto Walter S. Mallory 5 shares; unto William S. Pilling 5 shares; unto Theron I. Crane 5 shares of the common stock of said Company, the same being full paid and non-assessable, of which 35 40 shares thereof are to be issued to the said parties above named as and for the shares of stock subscribed for by them as appears in the certificate of incorporation of said Company.

And the said party of the second part further agrees that the said party of the first part shall have and receive as compensation for his services as aforesaid, one half of the difference between sixty cents for every four hundred pounds of cement and the actual cost of manufacturing the same below that figure f. o. b. cars at factory, exclusive of package,

provided, however, that the Company receives an average of one dollar or more for said four hundred pounds. If the said Company should sell said quantity at an average of ninety cents up to one dollar per barrel, then the maximum amount for basis of calculation shall be fifty four cents instead of sixty cents; should said Company sell said quantity at an average of from eighty cents to ninety cents per barrel, then the said maximum amount shall be forty eight cents; should said Company sell said quantity for a price at an average of from seventy cents to eighty cents, then the said maximum amount shall be forty two cents; should said Company sell said quantity at an average of from sixty cents to seventy cents, then the said maximum amount shallbe thirty six cents. In arriving at the actual amount to be paid the said Thomas A. Edison as aforesaid, there shall be added to the said actual cost of manufacturing two cents per every four hundred pounds towards selling expenses, salaries and other corporate charges;the meaning thereof being that if the price of cement is reduced in open market the aforesaid compensation of the said Thomas A. Edison shall also be reduced on the basis above set forth, and so that a reasonable profit may always be made by the Company in conducting its business. Should the selling price of such product be less than 60 cents per barrel, said Edison's royalty shall be reduced pro rata, and in the event of the death of said Edison, his heirs, executors, administrators and assigns shall during the life of said patents, or any extension or extensions thereof, receive fifty per cent of the amount that would be due the said Edison if he were alive when said royalty accrued. It is understood that 400 pounds and one barrel are synonomous terms.

It is further understood that in ascertaining the actual cost of manufacture, the actual running expenses of the

plant proper, shall include only the wages of employes actually engaged, including clerks and foreman employed at the plant, and also the general depreciation and renewals.

The amount of royalty or saving in manufacture is to be determined from the results of the first year's operation: thereafter statements of amount and payments shall be made quarterly; and if in the judgment of the Executive Committee there should be any considerable sum due to the party of the first part before the expiration of the above stated times, anticipated settlements shall be made in their discretion, and in the event of such estimates being made the actual amount shall be calculated and determined at the close of the fiscal year and paid within 30 days thereafter.

And it is further understood and agreed that if the said Company shall grant any rights to manufacture under said Edison patents to other persons, firms, companies, or corporations, in all such cases the said party of the first part shall receive from said party of the second part the same amount of royalty per every 400 pounds as if such cement were manufactured by said party of the second part.

And the said party of the second part further agrees that it will offer for sale one million dollars of the preferred stock of said Company at par, and that a plant shall be erected and constructed from the money realized from the sale of said stock with a capacity of 4,000 barrels per day; and that when said plant shall produce a net income over all manufacturing expenses as aforesaid of Twenty-five per cent on said one million dollars of preferred stock, then a second plant shall be constructed. That the second million dollars of preferred stock shall be sold for the purpose of raising funds to build

additional plants, until the out-put reaches 20,000 barrels per day from plants designed by said Thomas A. Edison and equipped with his machinery, but that the net income of each 4,000 barrel plant per day as erected must pay at least twenty-five per cent over all manufacturing expenses on one million dollars before the said Company shall proceed with another plant, it being understood that for cement manufactured and produced from said Edison's patented machinery the said Thomas A. Edison shall continue to receive the same royalty for cement manufactured and produced in excess of twenty thousand barrels per day.

It is further understood and agreed that if the said Thomas A. Edison shall die or become incapacitated before the first of said plants shall be in successful operation, then and in such case, if it be found that cement cannot be manufactured at a fair and reasonable profit, the said Company shall have the right of introducing and using machinery other than that on which the said Thomas A. Edison has patents; it being understood, however, that so long as any of the said Edison's machinery is used, the royalty to be paid to his heirs, executors, administrators and assigns shall be due and payable the same as if no other machinery had been used.

It is further understood and agreed that the said party of the first part shall retain for his own absolute use $4,948,250 of said common stock, and that he shall assign unto the said party of the second part Three Million Dollars of the said common stock of said company, which the said party of the second part hereby agrees to assign and transfer to the subscribers for the first One Million Dollars of said preferred stock, in the proportion of three shares of said common stock

for one share of the preferred stock so subscribed, when the said subscribers shall have paid fifty per cent of the par value of the said preferred stock.

And the said party of the first part further agrees to assign, transfer and set over unto the said party of the second part three hundred thousand dollars of the said common stock of the said Company, which said stock shall remain in the Treasury of said Company and shall be distributed by the Board of Directors of said Company as said Board in its discretion may see fit; and that he will assign and transfer unto said Harlan Page $750,000 of said common stock as a commission for services rendered, it being understood, however, that the said Company is in no way responsible for the performance of such agreement as to the payment to Mr. Page.

And the said party of the first part further agrees that he will defend the said Company, its successors or assigns, against any and all suits or actions arising from any alleged infringement of said patents; provided that the said party of the second part will bear one-third of the expenses of any litigation with reference to said patents as aforesaid affecting the said Company.

And the said party of the second part agrees to bear one-third of the expenses of any litigation as to patents as aforesaid affecting the said Company;it being understood and agreed,however,that should the said party of the first part decline or refuse to defend any and all actions as aforesaid,then the said party of the second part may do so and charge said party of the first part with two-thirds of the expenses thereof,and retain said amount out of the royalty due or to become due to said party of the first part,It is further understood and agreed.

that the party of the second part shall not contest the validity of any of said patents, or applications for patents.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal, and the party of the second part has caused this agreement to be signed by its President and Secretary, and its common or corporate seal to be attached pursuant to a resolution passed by the incorporators and stockholders of said Company at a meeting held at Camden in the State of New Jersey on the 8th day of June, A. D. 1899.

Sealed and Delivered in the presence of

Jo. F. Lamorelle
Hampton Dawson

Thomas A. Edison
The Edison Portland Cement Co.
by W. McMulney[?] Pt.
attest
W. S. Pilling
Secy

#4 6/9/99

For and in consideration of the sum of One dollar ($1.00) in hand well and truly paid each to the other, we the undersigned do hereby agree to give to William H. Shelmerdine in consideration of services which he has rendered in the formation of the Edison Portland Cement Company, One hundred and fifty thousand dollars ($150,000) worth of common stock in the Edison Portland Cement Company, the said stock to be taken and delivered to the said Shelmerdine from the Seven hundred and fifty thousand dollars ($750,000) in common stock of the said Edison Portland Cement Company, which has been provided shall be paid to Harlan Page as a commission for his efforts in promoting the said Company. It is understood that all of the undersigned are interested in the said commission of Seven hundred and fifty thousand dollars ($750,000) in common stock in the proportions set forth in another agreement bearing this date.

In witness whereof, we, the undersigned, have hereunto set our hands and seals this 9th. day of June 1899.

Signed, sealed and delivered in the presence of us

Geo C Wagner

F. P. Jepson.

F. P. Jepson

F. P. Jepson

F. P. Jepson.

Thomas A Edison (Seal)

Harlan Page (Seal)

Wm S Pilling (Seal)

Walter S. Mallory (Seal)

Theron I. Crane (Seal)

#4 6/9/99

#4 6/9/99

Agreement

Thos A. Edison.

Aug 31st 1899

2364

Made June 9th 1899
Executed Aug 31- 1899.

Assignment of Rights & Patents.
To
Edison Portland Cement Co.

WHEREAS, in and by an agreement in writing made the Ninth day of June, A. D. 1899, by and between Thomas A. Edison of Orange, in the State of New Jersey, of the one part, and The Edison Portland Cement Company, a corporation chartered under the laws of the said State of New Jersey, of the other part, the said Thomas A. Edison covenanted and agreed, among other things, to assign, transfer and set over unto the said The Edison Portland Cement Company, its successors and assigns, the exclusive rights under his patents and applications for patents covering the use of his machinery for the manufacture of cement only in the United States and Canada,

NOW, KNOW ALL MEN BY THESE PRESENTS, that I, the said Thomas A. Edison, for, and in consideration of Nine Million Dollars, paid in common capital stock of The Edison Portland Cement Company as follows: One hundred and seventy-nine thousand, nine hundred and sixty-five shares thereof issued to me, five shares thereof issued to Harlan Page, five shares thereof issued to Theron I. Crane, five shares thereof issued to William S. Pilling, five shares thereof issued to William H. Shelmerdine, five shares thereof issued to Walter S. Mallory, five shares thereof issued to E. Clarence Miller, and five shares thereof issued to Luther S. Bent, making in all One Hundred and Eighty Thousand shares of the par value of $50 per share, and being the entire common capital stock of said Company, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said The Edison Portland Cement Company, its successors and assigns, the exclusive rights under the patents and applications for patents particularly set forth in Schedule hereto annexed, marked "A", and made part of this assignment, covering the use of my, the said Thomas A. Edison's machinery, apparatus and pro-

cesses for the manufacture of cement only, in the United States and Canada, to have and to hold all and singular the premises hereby granted, bargained, sold, assigned, transferred and set over, or mentioned and intended so to be, unto the said The Edison Portland Cement Company, its successors and assigns, during the life of said patents already granted, and during the life of those patents for which applications have been filed, and during the life of any and all extension or extensions thereof and any improvements thereon, and during the life of any and all future patents and any and all extension or extensions thereof and any improvements thereon.

It is understood and agreed that the object of this writing is to vest in the said The Edison Portland Cement Company the exclusive right and license to use the inventions covered by the said patents and applications for patents, for the specific purpose above mentioned, to wit, for the manufacture of cement only in the United States and Canada, and that all and every the other provisions of said agreement of June 9th, 1899, are to continue in full force and effect; it being further understood and agreed, that I shall make and execute any and all other papers which may be necessary to effectually vest in the said The Edison Portland Cement Company, its successors and assigns, the said exclusive rights under any and all patents hereinbefore granted, applied for and not yet granted, or to be hereafter applied for.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of August A.D.1899.

Sealed and Delivered in the presence of

Thomas A. Edison

W. H. Meadowcroft

SCHEDULE A.

PATENTS.

No.	Title.	Date.
498,385,	Roller for Crushing Ore or Other Material,	May 30, 1893.
567,187,	Crushing Roll,	Sept.8, 1896.
602,064,	Conveyor,	Apr.12, 1898.

APPLICATIONS.

	Ser. No.	Title.		Filed.
a	644,746,	Rolls (Allowed May 9, 1899),	allowed	July 16, 1897.
a	644,747,	Method of and Apparatus for Breaking Rock,		July 16, 1897.
a	642,812,	Method and Apparatus for Screening Pulverized Material,	allowed	June 29, 1897.
a	642,815,	Lubricating Journal Bearings,	allowed	June 29, 1897.
a	642,817,	Flight Conveyors,	allowed	June 29, 1897.
Z	643,053,	Elevators and Conveyors,	(abandoned)	July 1, 1897.
a	642,816,	Conveyors,	allowed	June 29, 1897.
P	642,818,	Chain Conveyors,	Pending	June 29, 1897.
Z	681,476,	Dusting Apparatus,	(abandoned)	May 23, 1898.
a	681,477,	Dryers,	allowed	May 23, 1898.
a	681,478,	Grinding or Crushing Rolls,	allowed	May 23, 1898.
Z	682,935,	Apparatus for Reducing Rock,	(abandoned)	June 8, 1898.
Z	681,480,	Art of Separating or Grading Fine Materials	(abandoned)	May 23, 1898.
a	709,447,	Process and Apparatus for Screening or Sizing Very Fine Materials,	allowed	Mar. 17, 1899.
P	719,782,	Calcining Furnaces,	pending	June 8, 1899.
P	722,532	Grinding Rolls,	pending	July 1,1899.
P	722,229	Fine Screening Plates and Process of Making the Same.	pending	June 29,1899.

12 Patents allowed
4 abandoned
4 pending

APPLICATIONS.

Ser. No.	Title	Filed
644,746	Rolls, (allowed May 9,1899) Pat. 637,327, Nov.21,1899.	July 16, 1897.
644,747	Method of and Apparatus for Breaking Rock Pat.672,616, April 23,1901.	July 16, 1897.
642,812	Apparatus for Screening Pulverized Material Pat.675,057, May 28,1901.	June 29,1897.
642,815	Lubricating Journal Bearings, Pat.671314, April 2,1901.	June 29, 1897.
642,817	Flight Conveyors, Pat.667201, Feb.5,1901.	June 29,1897.
643,053	Elevators and Conveyors (Abandoned)	July 1,1897.
642,816	Conveyors #671315, April 2,1901.	June 29, 1897.
642, 818	Chain Conveyors (Still Pending)	June 29, 1897.
681,476	Dusting Apparatus (Abandoned)	May 23,1898.
681,477	Dryers Pat.#648933, May 9,1900.	May 23, 1898.
681,478	Grinding or Crushing Rolls Pat. 674057, May 14,1901.	May 23, 1898.
682,935	Apparatus for Reducing Rock, (Abandoned)	June 8, 1898.
681,480	Art of Separating or Grading Fine Materials (Abandoned)	May 23,1898.
709,447	Process and Apparatus for Screening or Sizing Very Fine Materials. Pat.648934 May 8,1900.	Mar. 17,1899.
719,782	Calcining Furnaces, (Still Pending)	June 8, 1899
722,532	Grinding Rolls " "	July 1, 1899
722,229	Fine Screening Plates and Process of making the same. (Still Pending)	June 29, 1899.

Number.	Title.	Date
660,845,	Apparatus for Sampling, Averaging, Mixing and Storing Materials in Bulk,	Oct. 30, 1900.
662,063	Process do.,	Nov. 20, 1900.
671,316,	Apparatus for Screening or Re-screening Fine Materials,	April 2, 1901.
671,317,	Method do.,	April 2, 1901.
672,617,	Apparatus for Breaking Rock,	April 23, 1901.
679,500,	Apparatus for Screening and Sizing Very Fine Material,	July 30, 1901.

Also the following applications:-

Serial No.	Title.	Filed.
12,069,	Stock-Houses for Storing Material in Bulk	April 9, 1900,
13,405,	Method of Burning Portland Cement Clinker and Other Materials,	April 19, 1900,
13,406,	Apparatus do.,	April 19, 1900.
88,108,	Calcining Furnaces,	Jan. 2, 1902.

The above are in addition to the items on list you sent us with your letter 4/7-02.

6 Patents allowed

4 Pending

AGREEMENT made this twenty-ninth day of November A.D.1899, by and between THOMAS A. EDISON, of the First Part, and HARLAN PAGE, WALTER S. MALLORY, WILLIAM S. PILLING and THERON I. CRANE, of the Second Part.

WHEREAS the parties hereto did, on the Fifteenth day of April, A.D.1899, enter into an agreement in relation to the transfer by the party of the first part to the other parties hereto certain shares of the Common Stock of THE EDISON PORTLAND CEMENT COMRANY, which said agreement was never,carried out nor the stock therein referred to transferred, and

WHEREAS, in order tocfurther secure the active cooperation of the said Thomas A. Edison in advancing the general interests of the said corporation the said parties of the second part have agreed with him that the said contract of April 15th, A.D.1899, shall be modified as hereinafter set forth:

NOW THEREFORE IT IS AGREED between the parties hereto, as follows:

FIRST. That the said Thomas A. Edison shall distribute and divide among the said parties of the second part, severally and respectively, the following number of shares of Common Stock of the said corporation, instead of the number stipulated to be distributed and divided in said contract of April 15th, A.D.1899, that is to say, that he shall forthwith transfer to the said Harlan Page shares of the Common Stock of the said corporation of the par value of Four hundred and sixty-six thousand seven hundred Dollars,($466,700); to Walter S. Mallory shares of the Common Stock of thr par value of Four hundred and sixty-six thousand seven hundred Dollars ($466,700); to William S. Pilling shares of the Common Stock of the par value of

11/29/99 (#5)

Two hundred and thirty three thousand three hundred Dollars ($233,300) to Theron I. Crane shares of the Common Stock of the par value of Two hundred and thirty-three thousand three hundred Dollars ($233,300)

SECOND. The said party of the first part further agrees that he will, within ten (10) years from the date hereof, or within ten (10) days after the capacity of the factory or factories of the said Edison Portland Cement Company or its Lessees or licensees shall be at the rate of Twenty thousand (20,000) barrels of cement per day, assign transfer and deliver unto thr said parties of the second part respectively or to their executors, administrators or assigns, without further consideration, the following additional number of shares of Common Stock of the said corporation, that is to say - unto the said Harlan Page shares of the Common Stock of the said corporation of the par value of Four hundred and fifty eight thousand three hundred Dollars ($458,300); and unto the said Walter S. Mallory shares of the par value of Four hundred and fifty eight thousand three hundred Dollars ($458,300); and unto the said William S. Pilling shares of the par value of Two hundred and twenty nine thousand two hundred Dollars ($229,200); and unto the said Theron I. Crane shares of the par value of Two hundred and twenty nine thousand two hundred Dollars ($229,200). It being understood and agreed that the said shares of stock are to remain the property of the said party of the first part until time for said delivery shall arrive with the same force and effect and subject to the same conditions of law which apply to sales of stock made for future delivery upon the performance of specified conditions, and that until the time for the said delivery shall have arrived the said Thomas A. Edison shall have the exclusive right to vote said shares of stock at any corporate meeting of the stockholders of the said Edison Portland Cement Company.

THIRD. It is further under stood and agreed by and between the parties hereto that in order to more fully and effectually carry out the terms and conditions of the second clause of this agreement, and for the more effectual protection of the interests of the parties of the second part, the said Thomas A. Edison shall and will, simultaneously with the execution of this agreement, assign, transfer, set over and deliver unto the Girard Trust Company, the said additional number of shares of the Common Stock of the said Corporation as provided inthe second clause of this agreement; the same, when so delivered, to be held by the said Trust Company upon the following terms and conditions, to wit:- The said Stock shall be held by the said Trust Company for the period of ten (10) years from the date of this agreement, or until ten (10) days after the capacity of the factory or factories of the Edison Portland Cement Company or their licensees shall be at the rate of Twenty thousand (20,000) barrels of cement per day, which fact shall be regarded by all the parties hereto as haging been fixed and established when certified to the said Trust Company by a certificate in writing under the seal of the said Edison Portland Cement Company and signed by the President and Secretary thereof, and approved in writing by the said Thomas A. Edison, or (in case of the death of said Thomas A. Edison), by his executors or administrators; and at the expiration of the said period of ten (10) years or within ten (10) days after the receipt by the said Trust Company of the certificate hereinabove setforth, the said Trust Company shall thereupon forthwith without any further order, writing or agreement, duly and legally assign and transfer upon the books of the said Edison Portland Cement Company and deliver unto the said parties of the second part respectively or unto their executors, administrators

or assigns the respective number of shares held by it as aforesaid.

It is further understood by and between the parties hereto that from and after the execution of this agreement and until the delivery of the said Stock asprovided for by said agreement, the parties of the second part and their assigns shall be entitled to receive all dividends which may be declared and paid on account of their said shares respectively, and that the parties of the second part, their executors and administrators and assigns, shall have the right to sell, assign and transfer their respective rights to the delivery of the said shares of Stock as aforesaid, or to any portion or portions thereof, and to thr said dividends, or any of them, and that said Trust Company shall issue and deliver unto the parties of the second part respectively certificates setting forth the shares of stock, to the delivery of which they are entitled respectively/ a copy of which certificate is annexed to this agreement and marked "Form of Certificate"; and the sale or transfer by the parties of the second part of their right to the future delivery of the said stock and to the dividends thereon, such certificate may be delivered to the said Trust Company and a new certificate issued in the place thereof to such assignees.

FOURTH. It is expressly understood and agreed by and between the parties hereto that the said Thomas A. Edison, or (in case of his death) his executors or administrators, shall, at any time before the time for the delivery of said shares shall arrive as herein provided, have the right to anticipate such future delivery and cause the said shares to be delivered at once to the parties entitled thereto, and upon notice in writing, given by the said Thomas A. Edison, or (in case of his death) by his executors or administrators, to the said Trust Company directing such immediate delivery, the said Trust Company shall forthwith assign and deliver unto the parties entitled

thereto, the respective shares of stock so held by it as aforesaid.

FIFTH. It is further understood and agreed by and between the parties hereto, that inasmuch as the sale by the said Thomas A.Edison of the remaining stock of the said Corporation now belonging to him would thereby diminish his pecuniary interest in said corporation and the purposes of this agreement would be largely defeated and no reason would exist for postponing the delivery to the said parties of the second part of the stock purchased by them from said Thomas A.Edison for future delivery, it is therefore agreed by the said Thomas A.Edison that he shall and will simultaneously with the execution of this agreement deposit with the Girard Trust Company shares of the Common Stock of the said Edison Portland Cement Company of an aggregate par value of One Million three hundred and siventy five thousand one hundred Dollars ($1,375,100) standing in his name, to be held by the said Girard Trust Company for the use and benefit of the said Thomas A. Edison, but not to be transferred to the name of the said Trust Company which said certificates shall be delivered to the said Thomas A. Edison his executors, administraters or assigns upon demand, but upon the express condition, however, that if the said Thomas A. Edison, his executors, administrators or assigns shall demand and receive any or all of said shares from said Girard Trust Company, thereupon the said parties of the second part their executors, administrators or assigns shall be entitled to the immediate assignment and delivery to them respectively of the sharesof stock of said corporation held by the said Trust Company, in the same manner as if the time for the delivery of said shares had arrived asprovided in this agreement, and such demand by and delivery to the said Thomas A. Edison, his executors, administrators or assigns, of the whole or any part of the said shares deposited by him with the said Girard Trust Company asprovided by

this clause of this agreement shall be held and considered to be a full authorization and direction by said Thomas A. Edison to the said Girard Trust Company to deliver to the said parties of the second part, respectively, their executors, administrators or assigns, the said shares of stock deposited with said Trust Company as provided in the third clause of this agreement.

SIXTH. It is further understood and agreed by and between the parties hereto that the third clause of said agreement of April 15, 1899 shall be rescinded.

IN WITNESS WHEREOF the said parties hereunto have set their hands and seals in triplicate the day and year first above written.

The word "of" on seventh line page 1 and the word "upon" on sixteenth line page 4 were inserted before the contract was signed,

Signed, Sealed and Delivered
in the presence of:

J. F. Randolph — Thomas A. Edison (SEAL)
Louis B. Ashbrook — Harlan Page (SEAL)
Walter S. Mallory (SEAL)
Louis B. Ashbrook — Wm S. Pilling (SEAL)
Geo C Hagner — Theron I. Crane (SEAL)

FORM OF CERTIFICATE.

No.----   SHARES----

GIRARD TRUST COMPANY, TRUSTEE.

THIS CERTIFIES that -------------------------is entitled to---shares of the Common Stock of the Edison Portland Cement Company incorporated under the laws of New Jersey, being part of--shares of the Capital Stock of the said Edison Portland Cement Company, the certificates for which shares have been duly stamped in accordance with the Revenue laws of the United States, and which have been issued to and are held in trust by the GIRARD TRUST COMPANY in its name as Trustee for future delivery upon the terms and conditions provided in a certain Agreement made the 29th day of November, A.D.1899, between Thomas A. Edison, Harlan Page, Walter S. Mallory, William S. Pilling and Theron I. Crane, an original of which Agreement is in the possession of said Girard Trust Company.

This certificate is transferable only on the books of the Girard Trust Company in person or by Attorney. The surrender and delivery by the holder or his assigns of this certificate to the said Trust Company shall be a full and complete release and discharge from such holder or assignee to the said Trust Company from all liability by reason of its acceptance of the said trust; nor shall the said Trust Company be under any liability whatsoever by reason of such acceptance save for gross negligence or wilful default.

GIRARD TRUST COMPANY, TRUSTEE

By

Treasurer.

REVERSE OF CERTIFICATE

FOR VALUE RECEIVED-----------------------------hereby sell, assign and transfer the within certificate unto-----------------------, subuect, however, to the terms and conditions of the Agreement in said certificate referred to.

And--------------------------------do hereby constitute and appoint--- true and lawful Attorney, irrevocably for---------------and in-------- name and stead, but to------------use, to sell, assign, transfer and make over all or any part of the said certificate, subject , however, as aforesaid, and for that purpose, to make and execute all necessary acts of assignment and transfer thereof, and to substitute one or more persons with like full power, hereby ratifying and confirming all that -------------------------------------said Attorney, or------- ----------------substitute or substitutes shall lawfully do by virtue hereof.

IN WITNESS WHEREOF----------------------------have hereunto set ------- hand and seal at-------------------------the------------------ day of-------------------------, 1-----

____

Signed, Sealed and Delivered
In the presence of

___________________________(L.S.)

[THE SAME AGREEMENT WAS ALSO EXECUTED WITH WILLIAM S. PILLING AND WITH E. C. MILLER & CO.]

AGREEMENT

between

Thomas A. Edison

and

Theron I. Crane.

at West End Trust Co.

Certificate 864 — 1000 shares

" 796. 2000 "

THIS AGREEMENT, made this Fifteenth day of December A. D. 1900 between Thomas A. Edison, of the first part and Theron I. Crane, of the second part.

WITNESSETH, That the said parties in consideration of the sum of One Dollar ($1.00) each unto the other in hand well and truly paid at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, and of other good and valuable considerations, do covenant and agree to and with each other as follows:--

At any time prior to one year after the factory of the Edison Portland Cement Company, a corporation organized under the laws of the State of New Jersey, begins to manufacture cement in commercial quantities; that is to say, at any time prior to one year after the said factory shall have produced an average of 1500 barrels of Portland Cement per working day during three consecutive months, and notice to that effect shall have been given to the said Theron I. Crane and to the West End Trust and Safe Deposit Company by the said Thomas A. Edison his executors, administrators or assigns (the said year to begin with the date of the service of said notices); the said Thomas A. Edison, his executors, administrators or assigns will exchange at the option of the said Theron I. Crane, his executors, administrators or assigns any or all of Thirty thousand Dollars ($30,000.), in bonds of the Edison Phonograph Works at par for the stock of the said The Edison Portland Cement Company, at Ten Dollars ($10.00) per share, the par thereof being Fifty Dollars ($50.00) per share; that is to say, for any bond of The Edison Phonograph Works of the face value of One thousand Dollars ($1,000.), the said Thomas A. Edison, his executors, administrators or assigns will give 100 shares of the stock of The Edison Portland Cement Company, or at the option of the said Theron I. Crane, his executors, administrators or assigns

TAE
T.I.C.

12/15/00 (6)

will sell and transfer to the said Theron I. Crane, his executors, administrators or assigns, any or all of the said 3000 shares of the stock of The Edison Portland Cement Company, at the price or sum of Ten Dollars ($10.00) per share in cash for the same, it being understood that said 3000 shares of stock may be paid for by the said Theron I. Crane, his executors, administrators or assigns either in the bonds of the Edison Phonograph Works or in cash, as he or they may elect.

The said Thomas A. Edison will, at the time of the execution of this agreement, deposit with the West End Trust & Safe Deposit Company of Philadelphia, Pa., 3000 shares of The Edison Portland Cement Company in his name duly assigned in blank by him to be held by the said depository during the pariod of one year from the time that the said Edison Portland Cement Company begins to manufacture cement in commercial quantities, as aforesaid. In trust, to deliver the whole or any part thereof to the said Theron I. Crane, his executors, administrators or assigns upon receiving from him or them bonds of the Edison Phonograph Works or cash in the ratio above specified.

At the expiration of said year, so much of said stock as the said Theron I. Crane, his executors, administrators or assigns shall not have exercised his option to take, shall be delivered to the said Thomas A. Edison, his executors, administrators or assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals.

Sealed and delivered)
in presence of

W. Mallory — Thomas A. Edison (L.S.)

Jos. T. S. West — Theron I. Crane (L.S.)

AN AGREEMENT, MADE THIS 11th Day of April nineteen hundred and two, between THOMAS A. EDISON, of the first part, and THE EDISON PORTLAND CEMENT COMPANY, of the second part.

WHEREAS, by an agreement made on the ninth day of June, 1899, between the said parties, it was provided among other things as follows:

"It is further understood that in ascertaining the actual cost of manufacture, the actual running expenses of the plant proper, shall include only the wages of employees actually engaged, including clerks and foreman employed at the plant, and also the general depreciation and renewals."

AND WHEREAS, at the time of the execution of the said agreement, it was the intention of the parties thereto that in ascertaining the actual cost of manufacture, the actual running expenses of the plant proper should include only (a) the wages of employees actually engaged, including clerks, foreman and superintendents employed at the plant; (b) Fuel used at the plant; (c) Insurances and taxes on the plant; (d) Materials purchased for, and used at, the plant; (e) Renewals of the plant and a reasonable amount for general depreciation.

AND WHEREAS, doubts have arisen as to whether the said provisions of the said agreement accurately expressed the said intention of the parties thereto.

NOW, THEREFORE, it is agreed between the parties hereto that the said agreement shall be interpreted and carried out in the same manner as if the said last named provision of said agreement had fully and clearly expressed the true intention of the said parties as hereinbefore

4/16/02 (#7)

recited.

AND WHEREAS, the said agreement also among other things, provided as follows:

"The amount of royalty or saving in manufacture, is to be determined from the result of the first year's operation; thereafter statements of amounts and payments shall be made quarterly."

AND WHEREAS, at the time of the execution of the said agreement, it was the intention of the parties thereto that the amount of royalty or saving in manufacture for the first year should be determined from the results of the first year's operation and the proportion thereof due,paid at the termination of said year; and that thereafter, in every year, the royalty or saving in manufacture should be determined, in like manner, from the results of the current year's operation, and statements of amounts and payments should be made quarterly.

AND WHEREAS, doubts have arisen as to whether the said provision of the said agreement accurately expresses the said intention of the parties thereto:

NOW THEREFORE, it is further agreed between the parties hereto that the said agreement shall be interpreted and carried out in the same manner as if the said last named provision of said agreement had fully and clearly expressed the true intention of the said parties as hereinbefore recited.

IN WITNESS WHEREOF, the said party of the first part her hereto set his hand and seal, and the said party of the second part has caused its corporate seal to be hereto affixed and these presents to be signed by its President,

in duplicate, the day and year first above written.

Signed, Sealed and delivered,

In the presence of:

Thomas A. Edison

Wm Barnard.

THE EDISON PORTLAND CEMENT CO.

WM. H. SHELMERDINE, PRESIDENT.
W. S. MALLORY, VICE-PRES'T.
W. S. PILLING, TREASURER.
THERON I. CRANE, SECRETARY.
THOMAS A. EDISON, GEN'L MANAGER.

1-11-1901.—5 M.

The Edison Portland Cement Co.

GENERAL OFFICE:
GIRARD BUILDING, PHILADELPHIA, PA.

ORANGE TELEPHONE, "311 ORANGE."

Edison Laboratory, Orange, N. J. Nov. 18,02.

W. H. Sheldermine Esq.

President Edison Portland Cement Co;

Philadelphia, Pa.

My dear Sir:

At the last meeting of the Directors you made a suggestion that I continue in my position of Vice President without salary, I now beg to confirm the statement I made at that time, if it is the judgement of the board that the company will be materially benefitted by such action on my part, I am perfectly willing to abide by its decision; as the suggestion was made before the board I would like them to decide as to it and shall ask you to permit me to present the following statement of facts before they reach a decision in the matter.

As I look back over the work I have done I feel I have done my best for the interests of the company and that I have pushed the work as fast as I had the ability and the <u>power</u> to do it; You will remember at several of the Directors meetings I have stated that in my judgement, the work could progress faster and that I was doing all I could to that end and have asked the board to help me push it.

I understand I have been criticised because I have not been at the cement works more of late, my visits there convinced me that with both Mr. Edison and Mr. Darling at the plant my constant attendance there was not needed, and that I could much better promote the best interests of the company by looking after matters at Orange so Mr. Edison would be in a position to spend

WM. H. SHELMERDINE, PRESIDENT.
W. S. MALLORY, VICE-PRES'T.
W. S. PILLING, TREASURER.
THERON I. CRANE, SECRETARY.
THOMAS A. EDISON, GEN'L MANAGER.

1-11-1901.—5 M.

The Edison Portland Cement Co.

GENERAL OFFICE:
GIRARD BUILDING, PHILADELPHIA, PA.

ORANGE TELEPHONE, "311 ORANGE."

Edison Laboratory, Orange, N. J.,

the maximum amount of his time at the plant; in addition to this I have arranged for settlement of our merchandise accounts by notes and all renewals of same, work which does not properly come in my department, I have however always been willing to do anything that would help the work along, and I have not hesitated to work hard and put in long hours whenever necessary, and it has been necessary very often, and with Mr Darling and others I have been willing to let payment of my back salary stand until the company was in funds.

I wish also to confirm the statement that if I had supposed a suggestion of this sort would be made, I certainly should not have given up recently the 750 shares of common stock(par value $37500.-) which makes a total of 2417 shares of common stock(par value $120850.-) I have given up to the company to help it along; Figured on the present market value for the common stock I have practically paid, out of my own pocket, all the salary I have thus far received from the company and still have a credit that will pay my salary for considerably over a year to come, so I do not feel that I am asking anything out of the way or putting any hardship on the company when I ask that the salary be continued as heretofore.

When we increase the capacity of the plant, in view of the experience and knowledge I have of what has been done and is to be done, I believe I can be of service to the company,

I have shown this letter to Mr. Edison and he approves of my sending it to you.

Yours very truly.

W. S. Mallory

[MEMORANDUM BY WALTER S. MALLORY, CA. 1893 (ATTACHMENT)]

Probably you have never thought of ~~what I own~~ how I am fixed financially. I have always been very much overrated as to my financial worth — and as intimated to you several times ~~[illegible]~~ I am in quite moderate circumstances — When I closed up my business in Chicago it was quite disappointing — not realizing nearly what I had hoped — my object in stating this to you will be found later on — to date Oct 1st my condition is as follows —

Due from E I C Co (western Co) for salary as per contract to Oct 1-1893	4033.23
Due from N. J & P. C. Wks. " " " "	1750. —
Stock E.I.C. Co — (western Co) issued me	19500 —

[MEMORANDUM BY WALTER S. MALLORY, CA. 1893 (ATTACHMENT)]

2

House & property Buena Park – ~~lot 75' x 125'~~
valued by experts @ 16000
Less Mortgage 6% due
Nov 1 – 1895 7000 9000 –

~~[illegible]~~ 20 shares General E Co cost $1400 – say 1000 –

Cash in bank – 583.53

$ 35866.76

Outside of ~~this~~ there is about $2000 – due me – which is very doubtful as to collection – The Baltimore property I hold in trust for my Mother – the above includes everything ~~that~~ I own – and my wife has nothing of her own or mine – the above is net, as I am out of debt – My entire dependance is upon the success

[MEMORANDUM BY WALTER S. MALLORY, CA. 1893 (ATTACHMENT)]

3

of the concentrating business — realizing that the time had come to "get in" on the stock here — I have been trying since about July 1st to negotiate a loan to enable me to purchase stock — I have also tried to sell my property — my last trip to Chicago was largely for this purpose — but thus far I have been unable to effect either — my friends to whom I have gone for a loan ~~tell~~ me I am too sanguine of success & ~~that~~ the iron business is in no condition at present ~~to~~ in which invest money & ~~that~~ they rather wait and see how the ~~matter~~ mill at Ogden turns out — My Father — who has

lost about $100,000 — through my brother-in-law — about whom you know — has his money invested in high grade small percent bonds — and they bring him an income just about large enough to take care of my Mother & sisters comfortably — Father feels ~~that~~ he is getting old and being out of business is not inclined to run any risk whatever with what he now has — he also says ~~that~~ I was pretty sure of success when the mill ~~started~~ ran last year — and that I may be mistaken again — I do not believe ~~that~~ I am mistaken — and am willing to run the risk of everything I have — and so

5

come to you with the following proposition
(which I regret very much having to do
as had hoped to make my arrangements
outside, and not have to bother you
it is only as the last resort ~~that~~
I do it) — if you will arrange so ~~that~~
I can get Ore milling stock in any
way — I will make over to you
everything I have — retaining just enough
to keep my family i-e- the cash — I
will give you a deed of my property —
and the General Electric stock — and
also assign to you the E.I.C. stock + what they
the amount owed me by N.J.&P.C. — wh. $1750

owe me for which I will have stock issued

I will ~~take~~ in Ogden stock — but
in the future should be compelled to
draw my salary monthly from ~~them~~ to
pay my expenses — as it is very necessary in
my present financial condition to keep my life
insurance "paid up" — As to the number of ~~amount~~
shares and ~~the~~ price
of "ORE milling" I am willing to leave
~~that to you~~ as to what you would be
willing ~~to [illegible]~~ to let me have —
x x x x x x

In making ~~this~~ proposition
I realize fully ~~that~~ I have no claim
on you whatever — and ~~that~~ I have done
~~little~~ or nothing to warrant any such

[MEMORANDUM BY WALTER S. MALLORY, CA. 1893 (ATTACHMENT)]

[ON BACK OF PRECEDING PAGE]

~~Whatever amount you let me have~~

I would also like to ~~having~~ have the privilege of buying back my E. I. C. stock whenever I ~~sell~~ sell the ore milling paying you par & interest for it from date —

Or if you prefer I will give you my paper with all the foregoing as security agreeing to pay you the par ~~& interest~~, on same when sell the milling [illegible]

[MEMORANDUM BY WALTER S. MALLORY, CA. 1893 (ATTACHMENT)]

request — my only excuse is ~~that~~ with the money I hope to make out of the Ore milling, if I ~~have~~ get it — ~~that~~ I will be in a position to make as much or more for you in the western mill — whatever I might make out of ore milling I will invest in the spun mill — and I will also agree not to sell the Ore milling stock without first telling you to whom I expect to sell — and while I hold the stock it will always be at your disposal as to voting should you require it —

[MEMORANDUM BY WALTER S. MALLORY, CA. 1893 (ATTACHMENT)]

8 + + +

I trust you will appreciate the spirit in which I make this proposition — I have hesitated a long time about approaching you — and do it only as the last resort — I firmly believe ~~the~~ in the success of ~~the Edison~~ Ogden plant and of the concentrating business — and if it ~~[illegible]~~ is a success I would like to be successful with it — if however my judgement ~~is wrong~~ and Ogden is not a success — I am perfectly willing to abide by ~~it~~ the results — + my reason in taking

the matter up now is because I learn in New York ~~that~~ there is considerable talk on the ~~street~~ about Ore milling — and also as I understand ~~that~~ you shortly will take what the Ore milling Co owe you in its stock — ~~[illegible]~~ I thought that possibly now was the best time to mention it —

WM. H. SHELMERDINE,
PRESIDENT.
W. S. MALLORY,
VICE-PRES'T.
W. S. PILLING,
TREASURER.
THERON I. CRANE
SECRETARY.
THOMAS A. EDISON
GEN'L MANAGER.

4-11-1903. 3M

The Edison Portland Cement Co.

GENERAL OFFICE
GIRARD BUILDING, PHILADELPHIA, PA.

ORANGE TELEPHONE, "311 ORANGE."

Edison Laboratory, Orange, N. J. 4,10,03.

Mr. W. H. Shelmerdine:

President Edison Portland Cement Co.:

Philadelphia, Pa.

My dear Sir:

Last fall I was informed that some of the directors thought, in view of the salary I was receiving, I should discount some of the company's paper same as they were doing, I advised Mr. Pilling verbally and by letter that I was not in a position to do it, lacking banking facilities at that time, but that I would help out in any other way that I could;

At one of the directors meetings Mr. Reid said he would buy the stock offered by Mr. Mack and I agreed to give the company seven hundred and fifty shares of my common stock to enable it to sell preferred stock then in the treasury and so get the benifit of the cash, my offer was accepted and I was told the directors were pleased with my action.

Almost immediatlly after my stock was given up a proposition was made that I givr my services without salary, which I was not in a position where I could afford to do it, after consultation with Mr. Edison I decided to reduce it to two hundred and fifty dollars per month from Jany. Ist. I903.

From the time of the fire on March 2nd. I have had a very great deal of added responsibility and have worked day and night, and in view of my handling of the death and accident cases, which has undoubtedly saved the company a very considerable amount of money (all cases are settled except

WM. H. SHELMERDINE,
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THOMAS A. EDISON
GEN'L MANAGER.

4-11-1903. 3M

The Edison Portland Cement Co.

GENERAL OFFICE
GIRARD BUILDING, PHILADELPHIA, PA.

ORANGE TELEPHONE, "311 ORANGE."

Edison Laboratory, Orange, N. J.,

one, on which we are now having negotiations) I feel that from March Ist. 1903. I am fully entitled to my old salary of four hundred and sixteen I6/I00 per month.

In view of the present condition of affairs I am perfectly willing to continue to draw salary at the rate of two hundred and fifty dollars per month, and have the balance credited and paid at the same time the other directors receive payment of the amounts they have already advanced the company.

I shall ask you to bring this matter up for a decision at your earliest convenience.

Yours very truly.

V. P.

[ATTACHMENT]

WILLIAM H. SHELMERDINE,
Room 509,
PHILADELPHIA BANK BUILDING,
P. O. "CENTRAL."

PHILADELPHIA, 11 June, 1903.

Mr. W. S. Mallory,
Orange, N.J.

My dear Sir:

I have your letter of the 10th instant and have carefully considered its contents.

In view of all the conditions of the case, I do not think any change should be made in your salary. I will, however, bring the matter before the Board for decision at its next meeting, if you so desire.

Yours truly,

W H Shelmerdine

What fresh have you to report in Battery affairs am anxious to learn of progress being made, and when I may expect to get my wagon?

W H S

[ATTACHMENT]

WM. H. SHELMERDINE,
PRESIDENT.
W. S. MALLORY,
VICE-PRES'T.
W. S. PILLING,
TREASURER.
THERON I. CRANE
SECRETARY.
THOMAS A. EDISON
GEN'L MANAGER.

4-11-1903. 3M

The Edison Portland Cement Co.

GENERAL OFFICE
GIRARD BUILDING, PHILADELPHIA, PA.

ORANGE TELEPHONE, "311 ORANGE."

Edison Laboratory, Orange, N. J., 6-16, 03.

Mr. W. H. Shelmerdine President:

Philadelphia, Pa.

My dear Sir:

On my return here I find yours 11th. and I have carefully noted the contents, and judge you think the present is not an opportune time to bring up the matter of salary, so will ask you to hold the letter until after our plant has been in operation and we can show what can be done in producing cement cheaply.

Yours very truly.

V. P.

THIS AGREEMENT, made this Twenty eighth day of January 1904, between the undersigned, hereinafter called the "Subscribers", and The Edison Portland Cement Company, hereinafter called the "Cement Company"; Witnesseth:--

WHEREAS, the said subscribers, who are Directors of the said Cement Company, have, from time to time, loaned to the said Cement Company various sums of money; and have received the notes or other obligations of the said Cement Company evidencing said loans; and:-

WHEREAS, the said Cement Company is about to issue its bonds in the sum of One Million five hundred thousand Dollars ($1,500,000.), with interest at Six per cent per annum, secured by a mortgage upon all of its property, real and personal, and:-

WHEREAS, the subscribers are willing to receive part of the said issue of bonds in payment and discharge of their several claims against the said Cement Company, and have agreed with the said Cement Company to accept said bonds, upon the basis of Ninety per cent of the par of said bonds, with accrued interest, and:-

WHEREAS, the said Cement Company has agreed to sell the said bonds to the said subscribers on the basis of ninety per cent of the par thereof, with accrued interest; and to receive in exchange therefor, in lieu of cash, the notes and other obligations of the said Cement Company, held by the said subscribers in the amounts set opposite their respective names hereto:-

1/28/04 (#8)

NOW THIS AGREEMENT WITNESSETH, That, in consideration of mutual advantages, of the sum of One Dollar in hand paid to each of the parties hereto by the other; and of other good and sufficient considerations, the receipt of which are hereby acknowledged, the said subscribers hereby agree to and with the said Cement Company, and with each other, that they will purchase from the said Cement Company, bonds to be issued by the said Cement Company as aforesaid, on the basis of Ninety per cent and accrued interest; to be paid for in the notes or obligations of the said Cement Company, to the amount set opposite their respective names hereto.

AND the said Cement Company hereby agrees that it will sell and deliver to the said subscribers when issued, the said bonds, on the basis of Ninety per cent and accrued interest, and will receive in payment therefor the notes or other obligations of the said Cement Company, held by the said subscribers, to the amount set opposite their respective names hereto.

THIS agreement is not to be binding unless signed by all the directors of the said Cement Company who are the holders of the notes or other obligations of the said Cement Company; nor unless the said bonds shall be delivered to the subscribers within Six Months from the First day of February, 1904.

THE signature of this agreement, or of any counterpart thereof, by one or more of the parties thereto, shall have the same binding force and effect upon the parties thereto, their survivors, successors, heirs, legal representatives

and assigns, as if all signatures hereto and thereto were upon one paper.

WITNESS the hands and seals of the subscribers and the corporate seal of the Company attested by the signatures of its officers thereunto duly authorized, the day and year first above written.

In presence of;

John F. Randolph

Signature	Amount	
Robert H. Thompson	225.734	22
Willard P. Reid	5.466	74
√ Pelling & Crane	63.251	20
√ W. S. Mallory	1322	63
√ Thomas M. Thompson	19.074	72
√ W. H. Shelmerdine	42.791	89
√ E. C. Miller & Co.	32.378	24
√ Thomas A. Edison	288.148	30
√ Thomas A. Edison 50.000 on first of October 1904		
√ New Jersey & Penna Concrete Works by Thos A. Edison Prest.	40.937	32
√ A. N. McNeal	76.891	57

$ 795996.83

AN AGREEMENT, made this 7th day of October, A.D., 1905, by and between THOMAS A. EDISON, party of the first part, and THE COMMONWEALTH TITLE INSURANCE & TRUST COMPANY, a corporation organized and carrying on business under the laws of the State of Pennsylvania, (hereinafter called the "Trustee"), party of the second part:

WHEREAS, the said Thomas A. Edison is the owner of 20,000 full paid shares of the Common Stock of The Edison Portland Cement Company, a corporation organized and carrying on business under the laws of the State of New Jersey, of the par value of Fifty Dollars ($50.) each; and

WHEREAS, the said Thomas A. Edison is desirous of providing said Company with funds to be used by it as working capital in carrying on its business and thereby enhancing in value the other shares held by him;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar in hand paid by the Trustee, to the said Thomas A. Edison the receipt of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

The said Thomas A. Edison does hereby, sell, assign, transfer and set over unto the Trustee 20,000 full paid shares of the common stock of The Edison Portland Cement Company to be assigned and transferred by the Trustee,

10/7/05 #9

to such person or persons, and on such terms and conditions, and in such amounts and proportions as the board of directors of the said Company, shall from time to time, by resolution, order and direct, and the certificate of the Secretary of the said Company, under the seal of said Company, shall be sufficient evidence to the said Trustee of the passage of said resolutions, and authority to said Trustee to assign and transfer the said stock as directed in said resolutions.

The Trustee hereby accepts the trust hereby created. It is understood and agreed between the parties hereto that the said stock so standing in the name of the Trustee on the books of the Company, shall not be voted at any meeting of the stockholders of the said company, but this prohibition does not apply to any subsequent bona-fide owner of said stock, or any portion thereof, received from said Trustee by assignment and transfer, as above provided.

In case any dividends are or may be paid to the Trustee by the said Company on the shares held by it as evidenced by the books of the Company, and in accordance with the provisions of this agreement, the said Trustee will turn over the same to the treasurer of the said Company, for the sole and exclusive use and benefit of the said Company.

This agreement shall remain in force until all of the said 20,000 shares of stock shall have been assigned and transferred, as aforesaid, by the said Trustee,

as directed by resolutions of the board of directors of the said, The Edison Portland Gement Company, as aforesaid, and thereupon, the trust hereby created shall cease and determine.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Witnesses

Arts Cumnlea

Charles K. Zug

Thomas A. Edison

The Commonwealth Title Insurance & Trust Co.

Henry M. Dechert
PRESIDENT

Attest

SECRETARY.

I 5/16/06 (#10)

MEMORANDUM OF AGREEMENT made this 16th day of May, 1906, between THE EDISON PORTLAND CEMENT COMPANY, a corporation organized under the laws of the State of New Jersey, and THOMAS A. EDISON, of Llewellyn Park, Orange, New Jersey:

WITNESSETH:

WHEREAS, the Company has this day taken over the selling of its cement, which has heretofore been handled by Messrs. Pilling and Crane of Philadelphia, and in order that this may be effectively done, it is important that proper bank credit be obtained to permit money in sufficient amounts to be borrowed from time to time to meet necessary expenses, disbursements, and other financial obligations; and

WHEREAS, the said Edison is willing to finance the Company to the extent of endorsing the Company's notes as the same may become necessary up to such amounts as in his opinion shall seem reasonable.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

First:- The said Edison agrees to act as endorser for the Company of such of the Company's notes as may be necessary to make from time to time, in order to pay the running and selling expenses of the Company and its other financial obligations, but said Edison reserves at all times the absolute right to refuse to endorse such paper, if, in his judgment, his own interests require it:

5/16/06 #10

Second:- The Company agrees whenever requested to do so by said Edison, to assign absolutely to said Edison, accounts receivable by the Company to an amount representing at least 110 per cent of the amount of its unpaid notes endorsed by said Edison, as herein provided. The Company also agrees in the case of the assignment to said Edison of accounts receivable, to immediately notify its customers responsible for said accounts that the same have been assigned to said Edison, in order that the same may be directly collected by said Edison, and the said Edison thereupon agrees to collect such accounts and with the money so collected to assume and pay off said notes as the same mature. After the payment of said notes, the said Edison agrees to return to the Company any surplus remaining in his possession from the collection of said assigned accounts:

Third: In the event that the accounts receivable by the Company amount to less than 110 per cent of its notes endorsed by said Edison, then the said Edison may demand that the Company assign to him, and the Company agrees to assign to said Edison, a sufficient amount of cement on hand at the current market price to equal the deficiency, and the said cement so sold and assigned to said Edison shall be sold for his account, and the money turned over to him for the payment of said notes, which he agrees to assume and pay off as the same may mature:

Fourth:- The Company agrees that as to any of its notes that the said Edison may endorse, it will set aside from its collections at least three weeks before the maturity of each of said notes, sufficient money to pay the same, the money so set aside to be deposited in the bank at which the corresponding note is payable:

Fifth: In order that said Edison may be additionally protected as the endorser of the Company's notes and be fully advised at all times of the Company's financial condition, the Company agrees that during the continuance of this agreement, it will not borrow the money on, or otherwise negotiate, its notes without the consent of said Edison, except renewals of notes outstanding at the date of this agreement.

Sixth: This present agreement shall continue at the option of the parties hereto and may be terminated by either part on written notice. It is, however, mutually understood and agreed by and between the parties that the agreement shall not be terminated by the Company without fully and completely protecting the said Edison as endorser of said notes by assignment of accounts receivable or cement in stock, or both, to him, as above provided:

Seventh: It is understood and agreed that this agreement relates only to notes of the Company to be endorsed by Edison for its accommodation, and that the notes of the Company given to Edison prior to May 16, 1906, for moneys loaned to it by him, and any renewals thereof, are not covered by or to be included within its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

The Edison Portland Cement Co.

ATTEST: Willard P. Reid, Secretary.

W. S. Mallory V.P.

Thomas A. Edison

Before Feb 28/07

MEMORANDUM OF AGREEMENT made this 1st day of March 1907, between THOMAS A. EDISON of Llewellyn Park, Orange, New Jersey, of the first part, and THE EDISON PORTLAND CEMENT COMPANY, a New Jersey corporation of Stewartsville, New Jersey, of the second part:

WHEREAS, said Edison has made certain inventions relating generally to the art of separating solid matter from gaseous currents, which inventions are capable of use in connection with, and as an adjunct to, a rotary cement kiln, and also in connection with, and as an adjunct to, blast furnaces, and in connection with the fine grinding of coal, and in other industrial arts; and

WHEREAS, the said Edison has filed applications for Letters Patent of the United States on said inventions as follows:-

Cement Burning Apparatus, filed October 24, 1906, Serial No. 340,299,

Apparatus for Burning Portland Cement, filed November 26, 1906, Serial No. 345,041,

Apparatus for Burning Portland Cement, filed November 26, 1906, Serial No. 345,042,

Cement Burning Apparatus, filed November 26, 1906, Serial No. 345,043,

Blast Furnaces, filed November 26, 1906, Serial No. 345,044,

Apparatus for Grinding Coal, filed November 27, 1906, Serial No. 345,329.

AND WHEREAS, the said Edison is now conducting experiments for the purpose of demonstrating the practical

(B)

Before 2/28/07

efficiency of the said inventions as applied to the cement kiln, and contemplates making future elaborate experiments to demonstrate the commercial practicability of the inventions as applied to blast furnaces, and other industrial apparatus; and

WHEREAS, the said Company is desirous of acquiring, and the said Edison is willing to sell, certain rights in and to the said inventions in this country, and in and to the Letters Patent to be granted therefor in this country;

NOW, THEREFORE, for and in consideration of the premises and of one dollar in hand paid by each party to the other, receipt of which is hereby acknowledged, the parties have agreed as follows:

(1) Said Edison agrees to carry on the experiments which he is now making to demonstrate the commercial practicability of the inventions as applied to cement kilns at his own expense, and further agrees as soon as his engagements will permit, to carry on further experiments at his own expense to demonstrate the commercial practicability of the inventions in connection with, or as an adjunct to, other forms of industrial apparatus, such as blast furnaces, coal grinding apparatus, etc.

(2) The said Edison agrees to execute a proper assignment vesting in the Company, its successors and assigns, the entire right, title and interest in and to the said inventions for the United States, as described in said applications above identified, in connection with any art with which said inventions may be used, together with

any Letters Patent of the United States to be granted therefor, including the applications above identified. The said assignment, however, is to be made and executed only upon the notification by said Edison to the Company of the successful termination of his experiments and the issue to him of the capital stock in consideration therefor, as hereinafter provided;

(3) The sale of the inventions herein contemplated shall, if made, as applied to the cement industry, be absolute, and any patents granted thereon, so far as they shall relate to the cement industry, or be used in connection therewith, shall be the sole and absolute property of the company, its successors or assigns. If, however, rights in the inventions and under any patents granted therefor in connection with any other industrial arts than the cement business, shall be granted by the company, whether by the sale of said patents, the granting of territorial or other licenses thereunder, or agreements for the payment of royalty, then, in that event, any consideration that shall be received for such rights in cash or stock or otherwise, shall be divided between the said company and said Edison in the proportion of 90 per cent to said Edison and 10 per cent to said Company;

(4) The Board of Directors of the company have adjudged and declared that if the experiments which the said Edison is now conducting are successful, a fair value of the rights herein contemplated is Two Million Dollars ($2,000,000.), and they believe that the acquisition of said rights is necessary for the business of the Company, and to carry out its contemplated objects, contingent however, upon the success of said experiments. The company therefore agrees in consideration of the sale to it of the

rights herein contemplated, and upon the execution and delivery of a formal assignment thereof, and upon receipt of notice from said Edison that his said experiments have terminated successfully, to issue to said Edison, or to such nominees as he may in writing hereafter direct, certificates of common stock of the company to the aggregate amount of Two Million Dollars ($2,000,000.), and the shares of stock to be so issued shall be deemed to be, and are hereby declared to be full paid shares and not liable to any further call, and the holders of such stock shall not be liable to any further payment thereon.

(5) It is agreed by and between the parties hereto that insofar as the rights herein contemplated shall involve the company in litigation for infringement of patents, or shall require the bringing of suits for infringement of its own patents as the same shall relate to the cement industry, the arrangement now in force between the parties for the joint handling of said suits and payment therefor, shall be in no wise changed or modified. If, however, the company grants any rights to others to use the said inventions in other arts than the cement business, and its licensees, or other representatives, are sued for infringement by such use, or if the company when requested to do so by said Edison finds it necessary to bring suits in its own name against infringers of its patents in other fields than the cement industry, then in that event, the expense involved in such litigations shall be jointly borne by the parties hereto in the proportion of their respective rights hereunder, namely - 90 per cent by the said Edison and 10 per cent by the said company.

I

(6) The said Edison hereby covenants and agrees with the company upon the request and at the cost of the company to execute and do all such further assurances and things as shall reasonably be required by the company for vesting in it the property and rights agreed to be hereby sold, in giving to it the full benefit of this agreement.

(7) It is understood by the parties hereto that this agreement shall not in any way affect the existing contracts between the parties for the payment of royalties to said Edison by the company for the use of machinery embodying his inventions.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year first above written.

Thos A Edison

Attest
Willard P. Reid Secy

The Edison Portland Cement Co.
Wm Mallory V.P.

Articles of Agreement

OF THE

ASSOCIATION OF LICENSED CEMENT MANUFACTURERS.

Dated December 30th, 1907.

ARTICLES OF AGREEMENT

OF THE

ASSOCIATION OF LICENSED CEMENT MANUFACTURERS.

AGREEMENT, made this 30th day of December, 1907, by and between the NORTH AMERICAN PORTLAND CEMENT COMPANY, a New Jersey corporation, hereinafter called the North American Company, the ATLAS PORTLAND CEMENT COMPANY, a Pennsylvania Corporation, hereinafter called the Atlas Company, the LEHIGH PORTLAND CEMENT COMPANY, a Pennsylvania corporation, hereinafter called the Lehigh Company, the ALPHA PORTLAND CEMENT COMPANY, a New Jersey corporation, hereinafter called the Alpha Company, the AMERICAN CEMENT COMPANY, a New Jersey corporation, hereinafter called the American Company, the VULCANITE PORTLAND CEMENT COMPANY, a New Jersey corporation, hereinafter called the Vulcanite Company, the LAWRENCE CEMENT COMPANY OF PENNSYLVANIA, a Pennsylvania corporation, hereinafter called the Lawrence Company, the DEXTER PORTLAND CEMENT COMPANY, a Pennsylvania corporation, hereinafter called the Dexter Company, the PENNSYLVANIA CEMENT COMPANY, a Pennsylvania corporation, hereinafter called the Pennsylvania Company, the BUCKHORN PORTLAND CEMENT COMPANY, a New Jersey corporation, hereinafter called the Buckhorn Company, the PENN-ALLEN PORTLAND CEMENT COMPANY, a Pennsylvania corporation, hereinafter called the Penn-Allen Company, the NAZARETH CEMENT COMPANY, a Pennsylvania corporation, hereinafter called the Nazareth Company, the CATSKILL CEMENT COMPANY, a New Jersey corporation, hereinafter called the Catskill Company; and such other companies as may now or hereafter sign this agreement and become parties hereto, as hereinafter provided.

WHEREAS, the parties hereto are actively engaged in the manufacture and sale of Portland cement, and are desirous of forming an association for the purpose of discussing the various questions of interest to the industry arising from time to time; of exchanging views as to the best methods of manufacturing and of extending and developing the business; of investigating and assisting in the improvement of methods and devices for the manufacture and handling of Portland cement by its members; of establishing an association laboratory if thought best, which is to be so equipped that tests can be made on mechanical, chemical and technical matters for the association, or special tests may be made for any member of the association by arrangement with the Board of Managers; of protecting its members, so far as may seem best, from attack under patents or securing to them protection thereunder; of establishing publicity, traffic, mechanical and other departments and appointing committees for the above purposes, and also of doing all things incidental and conducive to the attainment of the above and similar objects; and

WHEREAS, the North American Company controls letters patent of the United States No. 645,031, dated March 6th, 1900, granted to the Atlas Company, assignee of Edward H. Hurry and Harry J. Seaman, and Nos. 691,336 and 691,337, dated January 14, 1902, granted to the Atlas Company, assignee of Rolla C. Carpenter, and has the exclusive right to grant sub-licenses thereunder, and may acquire the right to grant licenses under other patents;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, and of the grant by the North American Company of a license under said letters patent No. 645,031, 691,336 and 691,337, or under other letters patent controlled by it, to each of the signators, hereto, and the sum of One Dollar each to the other paid, the receipt whereof is hereby acknowledged, it is agreed as follows:

FIRST. That the parties hereto, including all parties who may hereafter become parties hereto, do hereby and under this agreement associate themselves together on the terms and conditions hereinafter set forth as the "ASSOCIATION OF LICENSED CEMENT MANUFACTURERS."

SECOND. Each of the parties hereto shall annually appoint, from its executive officers, one (1) person who shall be its representative in said Association, and who shall hold office for the period of (1) year, or until his successor is appointed.

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Written notice shall be filed with the Secretary of the Association by each member, of the appointment of its representative, who shall not be authorized to act as such representative until such notice is filed and who shall remain such representative until notice appointing a new representative shall be filed by such member.

Said Association shall hold its first meeting at Room 1344, No. 30 Broad Street, in the City and State of New York, on the 9th day of January, 1908, and the term of office of the first representatives of the members of said Association shall commence from said date; and each and any of the members now or hereafter parties hereto shall fill any vacancy arising from the death or resignation of its representative in said Association or otherwise; each member's representative may appear and vote in person, or such member may appear and vote by proxy who shall be an executive officer of said member, appointed by written proxy duly executed by such member, and the vote of such representative or proxy shall be binding upon the party he represents. Meetings of said Association shall be held on the ~~second~~ Mondays preceding the second Tuesdays in the months of March, June, September and December, and the hour and place of each meeting shall be fixed by the Board of Managers as hereinafter stated. Special meetings may be called as provided in the By-Laws adopted by the Board of Managers.

THIRD. At all meetings of the Association each member thereof shall be entitled to one vote; and a majority of all members in good standing shall constitute a quorum.

FOURTH. The management and control of all affairs and property of the Association is hereby vested in a Board of Managers having fourteen (14) members who shall be selected as follows at the meeting of the Association to be held on January 9th, 1908, and thereafter at the regular March meeting held in each year.

The North American Company shall be entitled to appoint one member of said Board of Managers; and each of the following companies shall be entitled to appoint one member of said board, to wit: The Atlas Company, Lehigh Company, Alpha Company, American Company, Vulcanite Company and the Lawrence Company; such appointments in each instance to be made in writing under the seal of the company making the same, and to be filed with the Secretary of the Association. In case any one or more of the six companies last above mentioned shall cease to be a member of the Association, the number of managers to be appointed by the North American Company shall correspondingly be increased; and in case the North American Company shall cease to be a member of the Association, the number of managers it is entitled to appoint shall be appointed by a majority of the six companies above specifically mentioned then in good standing as members hereof. The other seven members of the Board of Managers shall be elected by the other members of this Association in good standing by a majority of their votes, to be cast in writing at the annual meeting. The members of the Board of Managers shall hold office for one year or until their successors shall be appointed or elected as above provided.

Nine members of said Board shall constitute a quorum. The Board is hereby authorized by the affirmative vote of a majority of its members to appoint committees, establish necessary departments, control and manage the affairs and property of the Association, and do whatever in its judgment may be necessary to generally carry out the purposes of the Association.

In case of the resignation, death or inability to act of any one of the managers who was appointed as above provided, the company appointing such manager shall be entitled to fill his place for the remainder of his term by filing with the Secretary of the Association the written appointment of a new manager, and in the case of similar vacancy caused by the resignation, death or inability to act of any manager who was elected as above provided, such vacancy shall be filled for the remainder of his term by the majority vote of the remaining managers representing the members entitled to elect the manager whose vacancy is to be filled.

FIFTH. The Board shall elect from its members the following officers of the Association, and fix their compensation, if any: a president, vice-president, secretary and treasurer, and it may provide for the appointment or election of such other officers as it may from time to time designate. One person may hold the offices of secretary and treasurer. Said Association shall have an office in the City of New York, State of New York, or at such other place as the Board may from time to time designate, and shall hold its regular meetings at such office, or at such other place as shall be previously designated by said Board. The Board of Managers shall, by an affirmative vote of a majority thereof, make such by-laws as shall be deemed necessary to carry out the powers conferred upon it.

SIXTH. The said Board is authorized and hereby empowered to employ, if desirable, a general manager and any other assistants to carry on the work entrusted to it and perform its obligations

hereunder, and may require from its officers, their assistants and agents, sufficient and proper security for the performance of the duties to be severally performed by them.

SEVENTH. The said Board is authorized and hereby empowered to expend during the life of this agreement such sums not to exceed Fifty Thousand Dollars ($50,000) per calendar year as may be needed to carry out the work entrusted to it, and to cover the necessary expenses of the Association, the said Board, and the various other committees and departments which may be appointed, or established as aforesaid. All expenditures of funds for any purpose are to be made under the order of the said Board.

Said fund for the purposes of the Association as aforesaid shall be provided as follows: first, by a subscription from the North American Company which shall be equivalent to twenty (20) per cent. of the amount required. Second, by dues from the members of the Association, which shall be equivalent to eighty (80) per cent. of the amount required and which shall be determined by the said Board and charged *pro rata* against units of fifty thousand (50,000) barrels of output of Portland cement of all the members hereof, including the Atlas, Lehigh, Alpha, American, Vulcanite and Lawrence Cement Companies. In case the North American Company hereafter engages in the manufacture and sale of Portland cement, its subscription shall be reduced to ten per cent. (10%) and the dues from the members of the Association shall be increased to ninety (90) per cent.; but the North American Company shall in that case also pay its proportion of said dues according to its *pro rata* of output.

Assessments for subscription and dues may, commencing on or after April 1st, 1908, be voted and levied by the Board of Managers either quarterly or at less frequent intervals (the total assessment for any calendar year, however, not to exceed Fifty Thousand Dollars), and shall be payable by each member within thirty (30) days after written notice from the Board. The apportionment of each assessment shall be based upon the production of Portland cement by each member during the twelve months immediately preceding the date of such assessment, as set forth in written reports to be filed by each member as hereinafter provided, commencing from December 1st, 1907, or as otherwise ascertained; and in case any assessments are levied prior to December 1st, 1908, the apportionment shall be based upon the production of the members since December 1st, 1907, as shown by such reports or as otherwise ascertained. Each member of this Association shall within twenty (20) days after the first of each month, commencing with January 1st, 1908, file with the Secretary of the Association a sworn statement giving the total amount of Portland cement produced at all plants of such member, and also of the total amount of Portland cement shipped therefrom during the preceding month. In case of the failure of any member to file such report within such time, the Association shall be entitled forthwith to examine the books of said company to ascertain the amount of such production and shipment, the expense of such examination being chargeable to such member; and the Association shall at all reasonable times have the right to examine the books of any member to verify any reports rendered. The failure of any member to render such reports within the time above provided or to make payment of assessments when due shall be sufficient cause for the termination of the membership of such member by action of the Board as hereinafter provided.

EIGHTH. If any party hereto shall fail to perform its agreements and undertakings hereunder, its membership in the Association shall be terminated and all its interest in the Association and its assets shall cease, and its rights hereunder shall be cancelled, provided, however, that before any such termination and cancellation, said party shall be cited to appear before the Board of Managers at a certain time and place and show cause why its membership should not be terminated and its rights and interests should not be forfeited, and after such hearing the said Board may terminate the membership and cancel all rights of the party hereunder by giving thirty (30) days written notice to that effect, and such action of said Board shall, by an affirmative vote of a majority thereof, be final and conclusive.

NINTH. It is furthermore mutually agreed that if any party hereto shall cease to be a licensee under letters patent Nos. 645,031, 691,336 and 691,337, by reason of the cancellation or termination of its license by act of the licensor under the terms and conditions thereof, and shall cease to have the right to use and practice the invention of said patents, said party shall forthwith cease to be a party hereto, and all its interests in the assets of the Association shall cease upon a written declaration to that effect by the Board of Managers.

TENTH. A declaration of cancellation as above provided shall terminate all rights, benefits and privileges of said offending party under this agreement and all its interest in the Association and the assets thereof, and shall relieve each and all of the other parties hereto from all duties, liabilities or obligations hereunder to said offending party, and the several parties hereto then remaining shall stand to said offending party in the same

position and shall have the same rights as against said offending party as if this contract had not been made, and said offending party had at no time been a party hereto, except that the Association may nevertheless be entitled to receive, sue for and collect all assessment payable for the period up to the date of cancellation or termination of the membership of such offending member; but such termination shall not operate as to said offending party to in any manner affect any obligations under these presents as between the parties remaining, and as between them it shall continue in force as if said offending party had at no time been a party hereto.

ELEVENTH. Any person or concern actively engaged in the manufacture of Portland cement and who also is a licensee in good standing of the North American Company under United States letters patent No. 645,031, 691,336 and 691,337, or under other letters patent now or hereafter owned or controlled by the North American Company, may be elected a member of this Association by the Board of Managers hereof by a two-third vote of all its members, and such person or concern shall then become a member hereof upon signing this agreement or a duplicate copy hereof.

TWELFTH. This agreement and the mutual covenants and agreements herein contained shall continue in force so long as the obligation to pay royalty to the North American Company under its licenses under the Hurry & Seaman and Carpenter patents, above recited, remains in force, as set forth in the form of license agreement hereto annexed, dated September 1, 1907, which said form has been executed by the Dexter Company, under date of October 1st, 1907, by the Pennsylvania Company, under date of October 15th, 1907, by the Buckhorn Company, under date of September 30, 1907, by the Penn-Allen Company, under date of September 28th, 1907, by the Nazareth Company, under date of October 20th, 1907, and the Catskill Company, under date of November 21st, 1907; and shall terminate upon the termination of such obligation.

Upon the termination of this agreement and the dissolution of the said Association for any cause, the moneys and assets of any kind remaining after the payment of all proper obligations contracted in behalf of the parties hereto by the Board of Managers or officers, shall be distributed to the then members of the Association *pro rata* in the proportion of the amounts contributed by each.

IN WITNESS WHEREOF, the several parties hereto have hereunto affixed the signatures of their corporations, by their officers thereunto duly authorized, or by their duly accredited representatives, this 30th day of December, 1907.

In presence of:

Frederick S. Duncan.

Seal. Attest John B. Wright Secy.	The North American Portland Cement Co. by J. R. Maxwell, President.
Seal. Attest W. S. Lober Secy.	Vulcanite Portland Cement Co. by Jno. B. Lober President
Seal. Attest J. Henning Secy.	American Cement Company by R. W. Lesley President
Seal Attest J. R. Maxwell Jr Secy.	The Atlas Portland Cement Company by J. R. Maxwell, President
Seal Attest Geo. G. Sypse Secy.	Lehigh Portland Cement Company by Harry C. Trexler President
Seal Attest Jas. Wm. Middleworth Secretary	The Lawrence Cement Co. of Pa. by Ernest R. Ackerman President.

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Seal. Attest G. S. Brown Secy.	Alpha Portland Cement Co. by A. F. Gerstell, Vice-Pres.
Seal. Attest. Joseph Brobston Secy.	Dexter Portland Cement Co. by its President, Conrad Miller
Seal. Attest Robt. E. Bonner, Secy.	Pennsylvania Cement Co. by Wm. W. M. Beach President
Seal. Attest. Wm. K. Yeager Treas.	Penn-Allen Portland Cement Co. by Aaron Barnes President
Seal.	Bath Portland Cement Company by B. F. Stradley, 2nd Vice Pres.
Seal.	Catskill Cement Company by James W. Kittrell Secy & Treas.
Seal.	The Glens Falls Portland Cement Co. by Geo. F. Boyle, President.
Seal.	Nazareth Cement Company. by M. J. Warner, V. Pres.
Seal. Attest C. M. Mott, Secy.	Buckhorn Portland Cement Co. by Abram C. Mott
Seal.	The Edison Portland Cement Co by Wm. Mallory, Vice. Pres.

THOMAS A. EDISON and EDISON PORTLAND CEMENT COMPANY

and

NORTH AMERICAN PORTLAND CEMENT COMPANY.

Agreement.

Dated January 8th, 1908.

AGREEMENT, made this Eighth day of January, 1908, by and between THOMAS A. EDISON, of Orange, New Jersey, party of the first part, EDISON PORTLAND CEMENT COMPANY, a corporation organized under the laws of the State of New Jersey, hereinafter referred to as the Edison Company, party of the second part, and NORTH AMERICAN PORTLAND CEMENT COMPANY, a corporation organized under the laws of the State of New Jersey, hereinafter referred to as the North American Company, party of the third part:

WHEREAS said Edison is the owner of the following letters patent of the United States:

No. 759,356, dated May 10, 1904, for Improvements in Methods of Burning Portland Cement Clinker, etc.

No. 759,357, dated May 10, 1904, for Improvements in Apparatus for Burning Portland Cement Clinker, etc.

No. 775,600, dated November 22, 1904, for Improvements in Rotary Cement Kilns.

No. 802,631, dated October 24, 1905, for Improvements in Apparatus for Burning Portland Cement Clinker.

No. 813,490, dated February 27, 1906, for Improvements in Cement Kilns.

No. 827,089 dated July 31, 1906, for Improvements in Calcining Furnaces.

AND WHEREAS the said Edison is the owner of certain inventions for which applications for letters patent are now pending, as follows:

Application filed September 29, 1905, Serial No. 280,577, for Method of Burning Portland Cement Clinker;

Application filed October 14, 1905, Serial No. 282,694, for Improvements in Cement Kilns;

AND WHEREAS the Edison Company is the owner of an exclusive license from said Edison under all of the above letters patent and under the patents which may hereafter be granted on said applications, said license being, however, limited to the manufacture, use, and practice of said inventions in connection with the Portland cement industry.

AND WHEREAS the North American Company is desirous of acquiring an exclusive license, as hereinafter set forth, to make, have made, use and practice and the exclusive right to license others to make, have made, use and practice the inventions set forth in said letters patent and applications therefor, throughout the United States of America, its territories and Colonial possessions:

NOW THIS IS TO WITNESS that the parties hereto, for and in consideration of the sum of One Dollar and other good and valuable consideration to each in hand paid by each of the other parties hereto, receipt whereof is hereby acknowledged, have mutually agreed as follows:

FIRST. The said Edison and the said Edison Company, each for himself and itself, hereby grant to the said North American Company the exclusive license to make, have made, use and practice and the exclusive right to grant licenses to others to make, have made, use and practice throughout the United States of America, its territories and Colonial possessions, the several inventions, apparatuses and processes described, claimed and covered in and by the several letters patents and applications for letters patent above specifically referred to. The license hereby granted is strictly limited to the manufacture, use and practice of the inventions covered by said letters patents and applications therefor in direct connection with the production of Portland cement, and does not apply to other arts or industries in connection with which the said invention may be of use. Furthermore, this license strictly contemplates the use of the inventions covered by said patents and applications in connection only with rotary kilns of upwards of one hundred feet in length, and any use or practice of an invention covered by said patents or applications in connection with rotary kilns not exceeding one hundred feet in length shall not be included or authorized by this license, and may be proceeded against in the same way as an ordinary infringement; but in any such case the licensee or sub-licensee shall, anything herein contained to the contrary notwithstanding, be free to assert any and all defenses open to any non-licensee, and no covenant herein expressed or obligation arising herefrom, either express or implied, shall have any application to or effect in connection with the use of any of such inventions in connection with kilns not exceeding one hundred feet in length. The license hereby granted to make, have made, use and practice the inventions aforesaid, and the sub-licenses granted hereunder shall enure to the benefit of the successor or successors in business of the licensee and of each of the sub-licensees

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when the terms hereof and of the sub-license of the predecessor are accepted in writing by such successor or successors; but so far as the license hereby granted includes the right to grant sub-licenses, it is personal to the North American Company, except that the same may be successively assigned by the North American Company and its successors to corporations succeeding to the entire business of the North American Company in granting sub-licenses under all of its patents. In case of the insolvency or dissolution of the company then owning the right to grant sub-licenses, the right to grant sub-licenses under this agreement shall thereupon cease and determine, and said Edison shall in such event succeed to the rights of such company in all existing sub-licenses hereunder so far as the same relate to any future acts of the sub-licensees under such licenses.

SECOND. The license and rights hereby granted are to continue during the term for which patent No. 802,631 above referred to was granted, unless sooner terminated as hereinafter set forth. The license and rights may, however, be extended at the option of the North American Company, or its successors, by giving written notice to said Edison and the Edison Company, of their desire to extend the same within three months prior to its termination by the expiration of of the term of said patent No. 802,631 or, in case of earlier termination of said patent by adverse judgment, decree or mandate, as hereinafter set forth, by giving written notice of their desire to extend the same within three months after the entry of the judgment, decree or mandate as hereinafter set forth, and in either case the license and rights will then continue as to the North American Company and any sub-licensee accepting such extension on the same terms and subject to all of the conditions and stipulations hereof during the term or terms of any one or more of the other patents then in existence and which may be covered by this agreement and which are specified in the notice of extension.

THIRD. The Edison Company hereby reserves to itself and its successors in business the right to make and have made any apparatus covered by said letters patent and applications therefor, and to use and practice the same to the extent of not more than a total of four (4) million barrels of Portland cement clinker of 380 lbs. each made in its works at Stewartsville, New Jersey, in any extensions thereof and additions thereto, and in any cement plant which the Edison Company or its successors in business may hereafter purchase, build, operate and exclusively own or control by ownership of a majority of the capital stock or otherwise, and sold or otherwise disposed of and shipped during any calendar year.

FOURTH. In addition to the grant by the North American Company of sub-licenses to cement manufacturers generally throughout the United States under this agreement as hereinafter set forth, the present agreement contemplates the grant by the North American Company of licenses to the six corporations now owning the capital stock of the North American Company, and also to corporations or concerns which are now or may hereafter be owned or controlled (by the ownership of a majority of the capital stock or otherwise) by the said North American Company, or by any of the said six corporations. The six corporations above referred to are the Atlas Portland Cement Company, a Pennsylvania corporation; the Lehigh Portland Cement Company, a Pennsylvania corporation; the Alpha Portland Cement Company, a New Jersey corporation; the American Cement Company, a New Jersey corporation; the Vulcanite Portland Cement Company, a New Jersey corporation; and the Lawrence Cement Company of Pennsylvania, a Pennsylvania corporation. In referring hereinafter to the above six companies, and to other corporations which may now or hereafter be owned or controlled by any of the same or by the North American Company, as above provided, they will be designated as the "primary licensee corporations" or as the "primary corporations"; but none of the companies just above specifically named shall be a "primary corporation" within the meaning of said term as used herein until it has entered into its sub-license with the North American Company. The North American Company agrees within sixty (60) days after the execution of this agreement to furnish the said Edison with the names and locations of all the plants owned by it, and within sixty (60) days after each primary corporation becomes a sub-licensee hereunder, similarly to furnish the names and locations of all the plants owned by such primary corporation, together with the number of kilns upwards of one hundred feet in length which are installed, in operation or in course of construction; and in the event of the future acquisition of any other concerns by the North American Company, or the primary corporations, the North American Company agrees within sixty (60) days thereafter or after such primary corporation becomes a sub-licensee hereunder to furnish to said Edison the names and locations of the plant or plants, and the number of said kilns in operation or installed or in course of construction that are owned by each concern so acquired; and the North American Company agrees from time to time as may be reasonably required by said Edison to furnish him with the number

of kilns upwards of one hundred feet in length as are installed, or in operation or in course of construction by the North American Company, or its sub-licensee primary corporations. Neither this license nor any sub-license to any of said primary corporations shall be effective as to any particular plant, until the name of the company owning the same and the location of the plant are furnished in writing to said Edison. Any company that is owned or controlled by the North American Company, or by any one of the six companies above specifically named shall be entitled to the special privileges hereby granted to the primary corporations, only so long as it continues to be owned or controlled by one of said companies; and in case such ownership or control ceases, such company shall cease to be a primary corporation and shall then be entitled only to such terms and privileges as are granted by the North American Company generally to those sub-licensees which are not primary corporations.

FIFTH. The said Edison and the Edison Company, for themselves, their successors, assigns and legal representatives, hereby release, acquit and discharge the North American Company and said primary corporations from any and all claims, demands and liability for profits and damages because of any past infringement by the North American Company or said primary corporations of said letters patent or of its or their past use of the inventions covered thereby; such release, acquittance and discharge to become effective as to each of said primary corporations only as such corporation shall enter into a sub-license agreement with the North American Company under the patents above referred to; and authorize and empower said North American Company in granting sub-licenses to said primary corporations to release, acquit and discharge in the name of said Edison and said Edison Company, all liabilities, claims and demands against said primary corporations.

SIXTH. Contemporaneously with the execution of this agreement, the North American Company has granted to the Edison Company, its successors and assigns a written license (hereinafter referred to as the Hurry & Seaman license) under letters patent of the United States, numbered 645,031, 691,336 and 691,337, relating to the burning of Portland cement by means of pulverized fuel.

The parties hereto agree that for the first twenty (20) million barrels of Portland cement clinker of 380 pounds each, that may in the aggregate be shipped in any one calendar year hereafter by the North American Company and its primary corporations and, that has been manufactured in kilns upwards of one hundred feet in length the amount of royalty to be paid therefor shall be a sum equal to the amount of royalty paid by the Edison Company under said Hurry & Seaman license on cement clinker made by the Edison Company, or its successors, or in any cement plant hereafter purchased, built, operated and exclusively owned or controlled by ownership of a majority of the capital stock or otherwise by said Edison Company or its successors, and shipped in each year up to four (4) million barrels of 380 pounds each. The understanding of the parties hereto is that for the first twenty (20) million barrels of cement clinker made in kilns upwards of one hundred feet in length and shipped in each year by the North American Company and its primary corporations under the present agreement, no greater amount of royalty shall be payable in each year than may have accrued and been paid as royalties under the Hurry & Seaman license from the Edison Company and its successors on the first four (4) million barrels during a corresponding period; and that no greater amount of royalty under the Hurry & Seaman license shall be paid by the Edison Company for the first four (4) million barrels of Portland cement clinker disposed of and shipped by it in each year than may have accrued as royalties under the present license agreement from the North American Company and its primary corporations for the same period. The royalties thus payable by the North American Company and its primary corporations on Portland cement clinker aggregating twenty (20) million barrels or less shipped in each year that has been manufactured in kilns upwards of one hundred feet in length shall not be payable to said Edison until within thirty (30) days after receipt from the Edison Company of royalties due under the Hurry & Seaman license for the shipment of Portland cement clinker during the same year for the first four (4) million barrels or less. In case of the failure of the Edison Company to pay royalties under said Hurry & Seaman license to the North American Company, or in case of the expiration or termination of the obligation of the Edison Company to pay royalty under said license, by expiration of the patents set forth in said license, or otherwise, the North American Company and its primary corporations shall not be required to pay royalties under this agreement to said Edison upon the first twenty (20) million barrels of Portland cement clinker shipped in each year in the aggregate by it and them and that has been made in kilns upwards of 100 feet in length, and in such case the North American Company and its primary corporations shall still be entitled to a license hereunder, limited however, to twenty (20) million barrels shipped in each year, without the payment of royalty; and conversely in case of the failure of the North American Company or its primary corporations to pay royalties to said

Edison on the first twenty (20) million barrels per year under the present license agreement, or in case of the expiration or termination of the obligation of the North American Company or its primary corporations to pay royalties to said Edison under this agreement, nevertheless the Edison Company shall not be required to pay royalties under said Hurry & Seaman license upon the first four (4) million barrels of Portland cement clinker shipped by it in each year, but shall be entitled to the benefits of said Hurry & Seaman license to said extent without the payment of royalty. The phrase Portland cement clinker covers such clinker whether ground or unground or sold separately or mixed with other substances, the amount of the clinker itself being alone considered in computing the number of barrels upon which royalty is payable.

SEVENTH. In case the North American Company and its primary corporations shall in the aggregate ship in any one year hereafter more than twenty (20) million barrels of Portland cement clinker of 380 pounds each that has been manufactured in the United States of America, its territories and Colonial possessions in kilns upwards of one hundred feet in length, royalties shall be paid to said Edison upon each and every such barrel of Portland cement clinker in excess of twenty (20) million barrels for each said year at the rate of three mills (three-tenths of a cent) per barrel, said royalty to be paid by the North American Company on all such excess Portland cement clinker annually on or before the 1st day of March (commencing March, 1909), for the preceding calendar year ending December 31st in each year during the continuation of this agreement, a suitable adjustment being made at the same rate for the fractional part of the last year during which said patent No. 802,631 shall remain in force, unless this agreement is extended as hereinbefore provided.

The obligations under this license agreement and under the sub-licenses provided for herein (except Canadian licenses and sub-licenses) to pay royalty, keep accounts and render statements shall relate solely to Portland cement clinker manufactured in the United States of America, its territories and Colonial possessions in rotary kilns upwards of one hundred feet in length.

In case of the failure of any one or more of the primary corporations to render the accounts hereinafter provided necessary for the ascertainment of the amount of Portland cement clinker made by the North American Company and the primary corporations in rotary kilns upwards of one hundred feet in length and shipped by them during any calendar year, the amount of Portland cement clinker made by such defaulting primary corporation in kilns of upwards of one hundred feet in length and shipped as shown on the last accounts rendered by such corporation covering twelve months shall be temporarily taken as the basis of shipment of such company for said year, or in case the amount of long kiln shipment shown on the last accounts covering six months multiplied by two shall exceed the total of long kiln shipment shown in the last accounts rendered by such company covering twelve months, thence twice the amount of the reports for such six months shall be temporarily taken as the basis of such shipment of such company for said year, and the North American Company shall temporarily make payment of royalty to the said Edison upon such basis until the regular account is received or until the actual amount of long kiln cement clinker shipment of such primary corporation is ascertained by examination of its books, at which time an adjustment shall be made by the payment within sixty (60) days thereafter to said Edison of any further sum that may be due, or the repayment by said Edison within said sixty (60) days of any sum overpaid.

EIGHTH. The North American Company hereby agrees to keep a full and accurate account of all Portland cement clinker made by it in rotary kilns upwards of one hundred feet and shipped by it and to require its primary corporations to keep and render to it at least semi-annually a full and accurate account of all Portland cement clinker made in such kilns and shipped by them; and the North American Company agrees semi-annually on or before the first day of March and September of each year, commencing September 1st, 1908, to render the said Edison a full and accurate statement of the total number of barrels of Portland cement clinker made in rotary kilns upwards of one hundred feet in length and shipped by it during the preceding half calendar years ending respectively December 31st and June 30th; and shall render to the said Edison copies of all such accounts rendered to it by its primary corporations within thirty (30) days after such accounts are rendered respectively. The accounts of the Portland cement clinker so made and shipped by the North American Company and its primary corporations shall be verified by the proper executive officers thereof having knowledge of the facts. The said Edison shall be entitled at reasonable hours, personally or by representatives, to examine the books of account of the North American Company and of its primary corporations, so far as said books shall relate to the manufacture of Portland cement clinker in kilns upwards of one hundred feet in length; and such right shall be provided for in all sub-licenses to primary corporations.

The North American Company shall be entitled, and shall so provide in its sub-licenses to the primary corporations, in case any such primary corporation fail to render the accounts above

provided within the time named or fail to pay royalties due under such sub-license within the time provided, to cause the books of account of said primary corporation to be examined in order to ascertain the amount of long kiln production and shipment of said corporation, to sue for any royalties ascertained or acknowledged to be due, or to give written notice to such corporation that in case it fail within sixty (60) days after said notice to make good the default specified therein, its rights and privileges under its sub-license shall cease and determine, and in case of the failure of such corporation to make good such default within such period, its rights and privileges under its sub-license shall in such event cease and determine, or to pursue any one or more of said courses simultaneously. In case the North American Company fail to pursue any one of said courses within sixty (60) days after default by any one of said primary corporations, then the said Edison may give written notice to the North American Company that it should pursue one or more of said courses, and if it fails to do so within thirty (30) days after receipt of such notice, then the said Edison himself may in the name of said North American Company pursue any one or more of said courses. In case of the termination as just above provided of the rights and privileges of any such primary corporation, or other termination of its sub-license, such corporation shall thereupon cease to be one of the primary corporations referred to herein.

NINTH. Each sub-license hereafter granted by the North American Company, except to its primary corporations as above provided, shall contain the following provisions:

(1) That the sub-licensee shall keep full and accurate accounts of all Portland cement clinker made by it, or by any concern controlled by it, in rotary kilns upwards of one hundred feet in length and shipped by it or them.

(2) That the sub-licensee shall render verified statements of such account to the North American Company at least semi-annually on or before the first days of February and August of each year covering all such Portland cement clinker so made and shipped by it during the preceding half-calendar years ending respectively December 31st and June 30th.

(3) That each sub-licensee shall pay royalties at least semi-annually on or before February first and August first of each year at the rate of three mills (three-tenths of a cent) per barrel for all such Portland cement clinker shipped by it during the preceding half calendar years ending respectively December 31st and June 30th, that has been made in kilns upwards of one hundred feet in length.

(4) That if such sub-licensee fails to render such accounts or to pay such royalties within the time specified, the North American Company may give written notice that unless such default is made good within thirty (30) days, all rights and privileges of the sub-licensee under said sub-license will thereupon terminate, and upon the giving of such notice and the failure of the sub-licensee to make good such default within the given time, the rights and privileges of the sub-licensee under its sub-license shall thereupon cease and determine.

(5) That the sub-licensee shall recognize and admit the validity of patent No. 802,631 so long as it remains entitled to the benefits of its sub-license agreement, and a corresponding provision shall be included in all licenses granted to primary corporations.

(6) That the sub-licensee shall properly mark all apparatus embodying the inventions of any of said letters patent with the word "Patented", and the date of each of said letters patent as shall cover each apparatus, and a corresponding provision shall be included in all licenses granted to primary corporations.

The said Edison and the Edison Company for themselves, their successors, assigns and legal representatives hereby authorize and empower the North American Company and its successors as aforesaid, in granting any sub-licenses under said letters patent and applications therefor, to remit, release and discharge such sub-licensee or sub-licensees of and from any and all claims, demands and obligations for profits and damages by reason of unauthorized or infringing use by such sub-licensees of said inventions or the letters patent covering the same; provided, however, that this authority and power shall be irrevocable only so long as this license remains in force, and provided further that no such release shall be given to any sub-licensee other than to a primary corporation unless with the distinct understanding that in the event of the termination of the rights and privileges of the sub-licensee for failure of the sub-licensee to pay royalties as above provided, all claims and demands for past profits and damages which at the time of such default may not be barred by limitation, shall be recoverable from such sub-licensee by said Edison, or his assigns or legal representatives. The parties hereto agree that in case of the failure of the North American Company within sixty (60) days after any default by any sub-licensee to give notice as above provided and to enforce the penalties for such default, or to proceed for the collection of royalties then due or to take other action against the sub-licensee for such default or breach, the said Edison may in writing require the North American

Company to give such notice or take such action, and if the North American Company fail so to do within thirty (30) days after receipt of such notice then said Edison may thereupon in his own name and in the name of the North American Company give such notice, enforce such penalties, proceed with the collection of such royalties and otherwise seek for the performance of the sub-license contract or recover and retain any damage for its breach.

The North American Company agrees for itself and its successors aforesaid, to pay the said Edison, his assigns and legal representatives all royalties received from sub-licensees under Section 3 of this paragraph, within thirty (30) days after the receipt of the same.

TENTH. The present license agreement shall cease and terminate for any of the following causes.

(1) In case of the failure of the North American Company to render any account when due of Portland cement clinker manufactured in kilns upwards of one hundred feet in length by it, or to render to said Edison when due copies of accounts received from its primary corporations;

(2) In case of the failure of the North American Company to make payment as above provided of any royalties due from it to said Edison on Portland cement clinker made and shipped by it.

(3) In case of the failure of the North American Company to pay to said Edison, his assigns or legal representatives, the royalties received from sub-licensees and then due and payable to said Edison.

The parties hereto, however, agree that no advantage shall be taken of any such default by the North American Company until the said Edison shall first give written notice to the North American Company or its successors, specifying the default or defaults, and requiring that it or they shall be made good within sixty (60) days from the giving of said notice; and it is hereby agreed that if such defaults be not made good within the time so specified the license hereby granted shall forthwith cease and terminate and the said Edison, his assigns and legal representatives shall thereupon succeed to the rights, interests and obligations of the North American Company in and to all of the sub-licenses granted hereunder and in and to all sums due or to become due under such sub-licenses.

It is agreed that should the present agreement be terminated as above provided, all sub-licenses theretofore granted by the North American Company shall remain in force, the said Edison, his assigns, or legal representatives, succeeding to the interest of and being substituted for the North American Company therein. So long, however, as the North American Company shall not be in default in payment of royalties due on Portland cement clinker made and shipped by it and in rendering accounts for such clinker and shall not have failed to make good such default within sixty (60) days after notice as above provided, any termination of this license shall relate only to the rights of the North American Company to grant and maintain sub-licenses hereunder, and said North American Company shall still have the right to use and practice the inventions herein referred to in its own works, subject to the terms, provisions and conditions hereof.

ELEVENTH. It is further agreed that the North American Company shall, if so requested in writing by said Edison, and within thirty days after such request, bring at least one test suit in equity or at law against persons, firms or corporations manufacturing, selling or using any apparatus or process in infringement of letters patent No. 802,631, and the North American Company agrees to vigorously prosecute such test suit to final hearing in a circuit court of the United States, and on appeal if necessary. In case the North American Company fail to vigorously prosecute said test suit the said Edison may then prosecute the same in the name of said company and at its expense.

It is agreed that the North American Company may, if it so desires, bring any other suit or suits in equity or at law against persons or concerns infringing any of the patents that may now or may hereafter be covered by this agreement; and that the North American Company shall bring such suits in its own name or in the name of said Edison, and said Edison Company, as may be necessary. And the North American Company agrees to pay all costs and expenses and fees, including the fees of counsel, which shall be incurred in and by the bringing and prosecuting of all such suits. The parties agree that the test suit above referred to shall not be compromised or settled except with the consent of said Edison, his assigns or legal representatives, but they agree that as to all of the other suits the North American Company shall have the right to and may compromise and settle the same in such manner and upon such terms as shall be satisfactory to it; but no settlement shall be made unless it includes the taking by the defendant of a license on the same terms as granted to other sub-licensees other than the primary corporations or an agreement to cease using the patented structure or process. It is agreed that all sums received or recovered in settlement of claims or judgments for profits and damages for infringement of any of the

Edison patents covered by this license agreement shall be retained by the North American Company to compensate it for any and all expenses incurred prior to such recovery in connection with such suit or any other suit based on said Edison patents, any surplus remaining thereafter to be paid to said Edison, his assigns or legal representatives. (The North American Company shall have the right to grant the defendant in any suit based on any of said Edison patents, except in the said test suit, a release from all damages and profits recoverable in equity or at law for any infringement of said patents.

In case said Edison requests the North American Company to commence suit against an alleged infringer as to whom said Edison furnishes proof of infringement, and the North American Company declines to bring such suit or fails to commence the same within sixty days after such request and submission of such proofs of infringement, then the said Edison may himself, at his own expense, commence such suit, using the name of the North American Company if necessary; and said Edison may in such event compromise and settle such suit upon such terms as shall be satisfactory to him, provided, however, that no license shall be granted to any defendant except in the name of the North American Company, and upon the same terms as other sub licenses then granted by the North American Company; and the said Edison may retain all sums received or recovered in settlement of claims or of judgments for profits or damages. It is further agreed that in all suits which may be hereafter commenced by the North American Company based on the Edison patents contemplated and included in this agreement the said Edison shall be entitled to be represented by associate counsel at his own expense; and that in all such suits as shall be commenced by said Edison as herein provided, the North American Company shall be entitled to be represented by associate counsel at its own expense.

TWELFTH. The North American Company agrees to mark in a durable manner and in a conspicuous place any apparatus embodying any invention shown, described and claimed in any of the letters patent covered hereby, and which shall be manufactured or used by it, with the word "Patented" and the date of each of said letters patent as shall cover such apparatus; and the said North American Company hereby admits and acknowledges the validity of all of the said Edison patent No. 802,631, and admits that said patent is good and valid, and that the said Edison and the Edison Company have the right to grant this license under said patent and agrees not to contest or dispute the validity of said patent so long as said patent remains in force and no judgment decree or mandate be entered adjudging said patent to be invalid or limited in scope as set forth in Paragraph THIRTEENTH hereof and so long as none of the rights and privileges of the North American Company hereunder are cancelled by the said Edison and Edison Company as herein provided.

THIRTEENTH. In case any claim of United States letters patent No. 802,631 shall be finally adjudged or decreed by any United States Circuit Court of Appeals, or (if no appeal or writ of error is taken or perfected) by any United States Circuit Court to be invalid or limited in scope, whereby the apparatus and operations of the North American Company, or of any of its primary corporations, or of its other sub-licensees hereunder shall infringe no claim of said letters patent No. 802,631, not so adjudged or decreed to be invalid, the North American Company or any of its primary corporations or any other such sub-licensee shall, upon giving written notice to said Edison to that effect, be thereupon relieved and discharged from the rendering of any account or the payment of any royalties under this agreement accruing subsequent to the entry of said final judgment, decree or mandate, so adjudging any such claim to be invalid or limited in scope. It is, however, expressly understood and agreed by and between the parties hereunto that under no circumstances shall the North American Company and its primary corporations be relieved from its and their obligations to pay royalties as above provided to said Edison on the first twenty (20) million barrels of Portland cement clinker per year, such royalties to be equal in amount, no more and no less, to any royalties which shall be paid by the Edison Company to the North American Company up to and including four (4) million barrels of Portland cement clinker per year under the Hurry & Seaman license before referred to.

FOURTEENTH. The North American Company stipulates and agrees with the other parties hereto that in negotiating with any prospective or present sub-licensees under the Hurry & Seaman license, where said sub-licensees make use of one or more kilns of upwards of one hundred feet in length, every reasonable and proper effort will be made to secure from said sub-licensee a sub-license under said Edison patents and applications hereinbefore recited and subject to the terms and conditions herein expressed. In the event, however, that any sub-licensee refuses to acquire a sub-license hereunder, the said Edison and the said Edison Company shall be immediately notified of that fact whereupon either the North American Company will at the written request of said Edison commence suit against said infringer for infringement of said pat-

ent No. 802,631, or other patents included by this agreement which may be so infringed, or if the North American Company does not commence such suit within sixty (60) days after such request the said Edison may himself commence and prosecute such suit, make such settlement thereof as he may desire, and retain all recoveries in the way of damages and profits (but said Edison may grant no license to any such defendant except in the name of the North American Company and upon the same terms as other sub-licenses then granted by the North American Company); and the North American Company consents and agrees to join with said Edison in any suit or suits which may thus be brought.

FIFTEENTH. All notices or requests required or permitted to be given by this agreement shall be in writing and shall be given by delivering said notices or requests to the person or persons entitled to receive the same or to an officer of the corporation entitled to receive the same, or by depositing such notice or request in any post-office of the United States directed to such person or persons or to such corporation or corporations at his, their or its last known post-office address, postage prepaid, and to be forwarded by registered mail.

SIXTEENTH. In order that notice of the present agreement shall be given to the several primary corporations of the North American Company the North American Company covenants and agrees that in the grant of each and every sub-license to said primary corporations, as herein provided, a copy of the present license agreement shall be attached to and made a part of each sub-license so granted to said primary corporations.

And the North American Company agrees within thirty days after the grant of each sub-license to its said primary corporations to furnish a copy of the same to said Edison, duly certified under its corporate seal by an officer thereof duly authorized.

SEVENTEENTH. The Edison Company hereby agrees for itself and its successors to keep a full and accurate account of all Portland cement clinker made in rotary kilns upwards of one hundred feet in length in any cement plant which said Edison Company or its successors in business now own or may hereafter purchase, build, operate and exclusively own or control, and shipped by it or them, and to render such accounts to the North American Company at least semi-annually on or before the first day of March and September of each year, commencing September 1st, 1908, covering the total number of barrels of Portland cement clinker shipped during the preceding half calendar year ending respectively December 31st and June 30th that has been made in rotary kilns upwards of one hundred feet in length; which accounts shall be verified by the proper executive officers of the Edison Company having knowledge of the facts. The North American Company shall be entitled at reasonable hours, personally or by representative, to examine the books of account of such plants of the Edison Company and its successors, so far as the same shall relate to the manufacture of Portland cement clinker in kilns upwards of one hundred feet in length.

In case of the failure of the Edison Company to render any account above provided for when the same is due, the North American Company or its successor may give written notice to said Edison Company of such default, requiring it to make good the same within sixty (60) days after receipt of said notice, and notifying it that if such default be not made good within said time the right and license hereby reserved to the Edison Company and its successors in business to make, use and practice the inventions of the letters patent and applications above set forth to the extent of four (4) million barrels of Portland cement clinker of 380 pounds each in any one calendar year shall cease and terminate; and in case said default be not made good within said period, said right and license as hereby reserved to said Edison Company and its successors shall thereupon cease and terminate.

IT IS FURTHER AGREED by the said Edison and the said Edison Company that in case either of them now or hereafter owns or controls any Canadian patents corresponding to the United States patents and applications above referred to, and in case the North American Company or any one of its primary corporations referred to desires a license under any one or more of such Canadian patents and makes written request therefor, a non-exclusive license under the Canadian patents specified in such request shall thereupon be executed and granted by said Edison or the Edison Company, either directly or through the North American Company; the form of said license to correspond as closely as feasible to this license and to contain similar privileges and releases; royalty to be fixed at three mills per barrel of 380 pounds of Portland cement clinker made in Canada in rotary kilns upward of 100 feet in length and shipped by the Canadian licensee; such royalty to be paid by the Canadian licensee during any calendar year only in case the total shipment made during such calendar year in the United States, its territories and colonial possessions and in Canada by the North American Company and its primary corporations referred to shall exceed 20,000,000 barrels. In case such aggregate shipment during any calendar year in the

United States of America, its territories and colonial possessions and in Canada, shall exceed 20,000,000 barrels, the difference, if any, by which such aggregate shipment during said calendar year in the United States of America, its territories and colonial possessions falls below 20,000,000 barrels shall be apportioned among all such Canadian licensees, each receiving an apportionment of said difference proportional to such total Canadian shipment made by said licensee during said calendar year; and each licensee shall pay three mills per barrel royalty on all Portland cement clinker made in Canada in rotary kilns upwards of 100 feet in length and shipped by said Canadian licensee during said calendar year after the deduction from said amount of said proportional allowance to said licensee.

EIGHTEENTH. The benefits and obligations of this agreement shall enure to and be binding upon the parties hereto, and their successors, assigns and legal representatives, except as hereinbefore specifically provided. None of the penalties herein provided shall be enforced against the North American Company by reason of any default on the part of any one of its sub-licensees.

IN WITNESS WHEREOF, the parties hereto have respectively set their hands and affixed their seals, the said Edison Company and the North American Company by their officers thereunto duly authorized, the day and year first above written.

In presence of

Frank L. Dyer — Thomas A. Edison

Attest
Willard P. Reid Secy — The Edison Portland Cement Co
By W. S. Mallory Vice President

Attest — The North American Portland Cement Company
J. M. ... Secy — J. Rogers Maxwell President

STATE OF New Jersey }
COUNTY OF Essex }

On this 8th day of January, 1908, before me personally came Thomas A. Edison, to me known and known to me to be one of the persons described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Frank L. Dyer
Notary Public, New Jersey.

STATE OF New Jersey }
COUNTY OF Essex }

On this 8th day of January, 1908, before me personally came Walter S. Mallory to me known, and who, being by me duly sworn, did depose and say that he resided in Easton Penna.; that he is the Vice President of the Edison Portland Cement Company, one of the corporations described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

Frank L. Dyer,
Notary Public, New Jersey

STATE OF NEW YORK, } ss.:
COUNTY OF NEW YORK, }

On this 9th day of January, 1908, before me personally came J. Rogers Maxwell to me known and known to me, and who, being duly sworn, deposed and said that he resided in New York City; that he is the President of the North American Portland Cement Company, one of the corporations described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

Jesse B. Kay
Notary Public
New York Co.

Release under H & S

NORTH AMERICAN PORTLAND CEMENT COMPANY

A N D

EDISON PORTLAND CEMENT COMPANY

A G R E E M E N T .

Jan. 8, 1908

TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN, THAT WHEREAS, the NORTH AMERICAN PORTLAND CEMENT COMPANY and the EDISON PORTLAND CEMENT COMPANY entered into a certain license agreement under date of January 8th 1908, under United States letters patent No. 645,031, and others, which said agreement provided among other things for the payment of royalty from the Edison Company to the North American Company on Portland cement made as provided in said agreement, and used, sold and shipped or otherwise disposed of by the former on or subsequent to January 1st, 1907:

NOW THIS IS TO WITNESS, that the North American Company in consideration of One Dollar and other good and valuable consideration to it in hand paid by the said Edison Company, hereby releases, discharges and acquits the said Edison Company of and from any and all obligations to pay royalty as provided in the aforesaid license agreement on Portland cement used or sold and shipped or otherwise disposed of by it on or subsequent to January 1st, 1907, and prior to January 1st, 1908; the obligation to pay royalty as set forth in said license agreement, however, to apply to all such Portland cement used or sold and shipped or otherwise disposed of by the said Edison Portland Cement Company on or subsequent to January 1st, 1908.

IN WITNESS WHEREOF, the said North American Portland Cement Company has caused this instrument to be executed and its seal hereunto affixed this 8th day of January, 1908.

IN PRESENCE OF:

The North American Portland Cement Co

By J. Rogers Maxwell President

Attest: John B. Wight Secretary

(E) 1/8/08

STATE OF NEW YORK)
:ss
County of New York)

On this 9th day of January, 1908, before me personally came J. Rogers Maxwell to me known and known to me, and who, being by me duly sworn, deposed and said that he resided in New York City; that he is the President of the North American Portland Cement Company, one of the corporations described in and which executed the foregoing instrument; and that he knew the seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Jessie B. Kay
Notary Public
New York City.

RESOLUTIONS OF BOARD OF DIRECTORS SUBSEQUENT
TO STOCKHOLDERS MEETING.

WHEREAS, at a meeting of the Stockholders of this Company, held on May 12, 1908, the following resolutions were unanimously adopted, viz:

5/12/08 (G)

- RESOLUTIONS OF STOCKHOLDERS -

WHEREAS, at a meeting of the stockholders of this Company held on February 28th, 1907, the following resolutions were unanimously adopted, viz:

" RESOLUTIONS OF STOCKHOLDERS

RESOLVED: That it is advisable to increase the preferred stock of the Company from $2,000,000., to $3,000,000., divided into 20,000 shares of the par value of $50. each, and to increase the common stock of the Company from $10,000,000., to $12,000,000., divided into 40,000 shares of the par value of $50. each; the said increase of the common stock shall be subordinate to the rights of the preferred stock, except that said increase of common stock shall have equal voting powers. The said preferred stock shall carry a fixed cumulative preferential dividend, at the rate of, but never exceeding Eight per cent (8%) per annum on the par value thereof, and such dividends shall be declared at such times as may be fixed by the Directors or Executive Committee. If in any year dividends amounting to Eight per cent (8%)

per annum shall not be paid on such preferred stock, the deficiency shall be charged on the net profits and be payable, but without interest, before any dividends shall be paid upon or set apart for the common stock. The balance of the net profits of the corporation, after the payment of said cumulative dividend at the rate of Eight per cent (8%) per annum to the holders of all the preferred stock of the Company , may be distributed as dividends among the holders of all the general or common stock, as and when the Board of Directors or Executive Committee shall, in their discretion, determine. And:

WHEREAS, Mr. Thomas A. Edison has made certain inventions relating generally to the art of separating solid matter from gaseous currents, which invention is capable of use in connection with, and as an adjunct to, a rotary cement kiln, and in other industrial arts and has filed applications for Letters Patent of the United States on said inventions as follows:-

Cement Burning Apparatus, filed October 24, 1906, Serial No. 340,299,

Apparatus for Burning Portland Cement, filed November 26, 1906, Serial No. 345,041,

Apparatus for Burning Portland Cement, filed November 26, 1906, Serial No. 345,042,

Cement Burning Apparatus, filed November 26, 1906, Serial No. 345,043,

Blast Furnaces, filed November 26, 1906, Serial No. 345,044,

Apparatus for Grinding Coal, filed November 27, 1906, Serial No. 345,329,

and has agreed to sell certain rights in and to the invention and inventions in this country and in and to Letters Patent to be granted therefor in this country in consideration of the issue to him of the said $2,000,000. increase of common stock of this Company;

RESOLVED: That it is advisable that the rights of the stockholders to subscribe to said increase of stock be waived, and that the officers of the Company be authorized and directed to sell and dispose of said $1,000,000. increase of preferred stock and $2,000,000. increase of common stock to persons other than stockholders, and to sell and dispose of said $2,000,000. increase of common stock, in the purchase from the said Thomas A. Edison of the said rights in and to the said inventions and Letters Patent, in their discretion;

AND WHEREAS, the terms of the agreement under which the said Thomas A. Edison has agreed to sell to the said Company, the said rights in and to the said invention and inventions in this Country and in and to Letters Patent to be granted therefor are set forth in said proposed agreement, a copy of which is as follows:-

MEMORANDUM OF AGREEMENT made this day of between THOMAS A. EDISON of Llewellyn Park, Orange, New Jersey, of the first part, and THE EDISON PORTLAND CEMENT COMPANY, a New Jersey corporation of Stewartsville, New Jersey, of the second part:

WHEREAS, said Edison has made certain inventions relating generally to the art of separating solid matter from gaseous currents, which inventions are capable of use in connection with, and as an adjunct to, a rotary cement kiln, and also in connection with, and as an adjunct to, blast furnaces, and in connection with the fine grinding of coal, and in other industrial arts: and

WHEREAS, the said Edison has filed applications for Letters Patent of the United States on said inventions as follows:

Cement Burning Apparatus, filed October 24, 1906, Serial No. 340,299,

Apparatus for Burning Portland Cement, filed November 26, 1906, Serial No. 345,041,

Apparatus for Burning Portland Cement, filed November 26, 1906, Serial No. 345,042,

Cement Burning Apparatus, filed November 26, 1906, Serial No. 345,043,

Blast Furnaces, filed November 26, 1906, Serial No. 345,044,

Apparatus for Grinding Coal, filed November 27, 1906, Serial No. 345,329,

AND WHEREAS, the said Edison is now conducting experiments for the purpose of demonstrating the practical efficiency of the said inventions as ap-

plied to the cement kiln, and contemplates making future elaborate experiments to demonstrate the commercial practicability of the inventions as applied to blast furnaces, and other industrial apparatus; and

WHEREAS, the said Company is desirous of acquiring, and the said Edison is willing to sell, certain rights in and to the said inventions in this country, and in and to the Letters Patent to be granted therefor in this country;

NOW, THEREFORE, for and in consideration of the premises and of one dollar in hand paid by each party to the other, receipt of which is hereby acknowledged, the parties have agreed as follows:

(1) Said Edison agrees to carry on the experiments which he is now making to demonstrate the commercial practicability of the inventions as applied to cement kilns at his own expense, and further agrees as soon as his engagements will permit, to carry on further experiments at his own expense to demonstrate the commercial practicability of the inventions in connection with, or as an adjunct to, other forms of industrial apparatus, such as blast furnaces, coal, grinding apparatus, etc.

(2) The said Edison agrees to execute a proper assignment vesting in the Company, its successors and assigns, the entire right, title and interest in and to the said inventions for the United States, as described in said applications above identified, in connection with any art with which said inventions may be used, together with any Letters Patent of the United States to be granted therefor, including the applications

above identified. The said assignment, however, is to be made and executed only upon the notification by said Edison to the Company of the successful termination of his experiments and the issue to him of the capital stock in consideration therefor, as hereinafter provided;

(3) The sale of the inventions herein contemplated shall, if made, as applied to the cement industry, be absolute, and any patents granted thereon, so far as they shall relate to the cement industry, or be used in connection therewith, shall be the sole and absolute property of the company, its successors or assigns. If, however, rights in the inventions and under any patents granted therefor in connection with any other industrial arts than the cement business, shall be granted by the company, whether by the sale of said patents, the granting of territorial or other licenses thereunder, or agreements for the payment of royalty, then, in that event, any consideration that shall be received for such rights in cash or stock or otherwise, shall be divided between the said company and said Edison in the proportion of 90 per cent to said Edison and 10 per cent to said Company;

(4) The Board of Directors of the Company have adjudged and declared that if the experiments which the said Edison is now conducting are successful, a fair value of the rights herein contemplated is Two Million Dollars ($2,000,000.), and they believe that the acquisition of said rights

is necessary for the business of the Company, and to carry out its contemplated objects, contingent, however, upon the success of said experiments. The Company therefore agrees in consideration of the sale to it of the rights herein contemplated, and upon the execution and delivery of a formal assignment thereof, and upon receipt of notice from said Edison that his said experiments have terminated successfully, to issue to said Edison, or to such nominees as he may in writing hereafter direct, certificates of common stock of the Company to the aggregate amount of Two Million Dollars ($2,000,000.), and the shares of stock to be so issued shall be deemed to be, and are hereby declared to be full paid shares and not liable to any further call, and the holders of such stock shall not be liable to any further payment thereon.

(5) It is agreed by and between the parties hereto that insofar as the rights herein contemplated shall involve the company in litigation for infringement of patents, or shall require the bringing of suits for infringement of its own patents as the same shall relate to the cement industry, the arrangement now in force between the parties for the joint handling of said suits and payment therefor, shall be in no wise changed or modified. If, however, the company grants any rights to others to use the said inventions in other arts than the cement business, and its licensees, or

other representatives, are sued for infringement by such use, or if the company when requested to do so by said Edison finds it necessary to bring suits in its own name against infringers of its patents in other fields than the cement industry, then in that event, the expense involved in such litigations shall be jointly borne by the parties hereto in the proportion of their respective rights hereunder, namely - 90 per cent by the said Edison and 10 per cent by the said company.

(6) The said Edison hereby covenants and agrees with the company upon the request and at the cost of the company to execute and do all such further assurances and things as shall reasonably be required by the company for vesting in it the property and rights agreed to be hereby sold, in giving to it the full benefit of this agreement.

(7) It is understood by the parties hereto that this agreement shall not in any way affect the existing contracts between the parties for the payment of royalties to said Edison by the company for the use of machinery embodying his inventions.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year first above written.

AND WHEREAS, it appears to the stockholders that the said rights in and to the said inventions and Letters Patent are necessary for the business of the Company.

RESOLVED: That said rights in and to the said inventions and Letters Patent are necessary for the business of the Company and that the said increased common stock, in the judgment of the stockholders is the amount of the value thereof, and that the officers of the Company be and they are hereby authorized and requested to purchase the said rights in and to the said inventions and Letters Patent from the said Thomas A. Edison for the said price and to issue said $2,000,000., increase in common stock to him in payment therefor and that they are hereby authorized and requested to execute the said agreement on behalf of the said Company with the said Thomas A. Edison."

AND WHEREAS the following communication has been received from Thomas A. Edison in reference to the matters covered in and by the foregoing resolutions, viz:

To the Stockholders of the
EDISON PORTLAND CEMENT COMPANY,

Gentlemen:-

By resolution of the stockholders, unanimously adopted on February 28th, 1907, the Directors were authorized to purchase certain rights in and to the several inventions and Letters Patent referred to in said resolu-

tions in consideration of Two Million Dollars ($2,000,000.) in common stock of the Company, contingent however, upon the successful termination of the experiments which I have been conducting in connection with said inventions. By reason of circumstances entirely beyond my control I have not been able to conclude the experiments in question, and am, therefore, not in a position to express a sufficiently definite opinion thereon, although I believe the inventions are entirely practicable and are of great value. Under the circumstances, I propose that the Company shall acquire the inventions in question, together with the Letters Patent which may be granted therefor, without waiting for the successful termination of the experiments, which may take some time to conclude, and as additional consideration for the payment to me of said Two Million Dollars ($2,000,000.) increase of common stock of the Company, I will assign to the Company the following additional property:

(1) Patent No. 861,819 dated July 30, 1907, for "Discharging Apparatus for Belt Conveyors" and the invention covered thereby, to be assigned to the Company, subject to the terms and conditions as the other inventions and Letters Patent recited in said resolutions and referred to in the proposed memorandum of agreement incorporated therein. Also, reissue application of said patent filed November 30, 1907, Serial No. 404,627.

(2) An assignment of the invention covered by application for Letters Patent filed June 14, 1907, Serial No. 378,889, for "Bucket Conveyors", and the Letters Patent to be granted thereon, subject to the same terms and conditions.

(3) An assignment of the invention covered by application for Letters Patent filed June 26, 1907, Serial No. 380,948 for "Sprocket Chain Drive", and the Letters Patent to be granted thereon, subject to the same terms and conditions.

(4) An assignment of the invention covered by application for Letters Patent filed November 22, 1907, Serial No. 403,300 for "Conveyors" and the Letters Patent to be granted thereon, subject to the same terms and conditions.

(5) An assignment of an application about to be filed on "Improvements in Apparatus for Feeding Fine Materials" now in use in connection with one of the kilns at the Company's plant, including said invention and the Letters Patent to be granted thereon, subject to the same terms and conditions.

(6) An option to purchase the so-called "Raub" property, situated in the Township of Oxford, Warren County, New Jersey, and now owned by me, with the limestone quarry located thereon, but reserving to myself the zinc and other mineral rights (not including limestone), said option to be exercised within two years from the date hereof, and the price to be paid being the actual cost to me with interest at 6%.

Yours very truly,

Thomas A. Edison.

AND WHEREAS, the stockholders are desirous of acquiring the additional consideration referred to in the above communication from Thomas A. Edison, and also the inventions and Letters Patent specifically included in said resolutions, without waiting for the completion of the experiments referred to in their former resolutions.

AND WHEREAS, it is proposed to modify the said memorandum of agreement recited at length in said resolutions by incorporating therein the several additional inventions and Letters Patent referred to in said letter from Thomas A. Edison, and by also including therein the right and option to acquire the said Raub property, subject to the conditions above recited.

RESOLVED: That the said rights in and to the said inventions and Letters Patent, including the inventions and Letters Patent specifically referred to in said resolutions, and in and to said option are necessary for the business of the Company, and that the said increased common stock in the judgment of the stockholders is the amount of the value thereof, and that the officers of the Company be and they are hereby authorized and requested to purchase the said rights in and to all of the said inventions and Letters Patent and in and to said option from the said Thomas A. Edison for the said price and to issue said Two Million Dollars ($2,000,000.) increase in common stock to him in payment therefor, and that they are hereby authorized and requested to execute the said agreement as it is proposed to modify the same, on behalf of said Company with the said Thomas A. Edison.

AND WHEREAS, it appears to the Board of Directors that the said rights in and to the said inventions and Letters Patent and in and to said option, referred to in said resolutions, are necessary for the business of the said Company.

RESOLVED: That the said rights in and to the said inventions and Letters Patent, and in and to said option are necessary for the business of the Company and that the said increased common stock, in the judgment of the directors, is the amount of the value thereof;

RESOLVED: That the officers of this Company are hereby authorized and directed to execute on behalf of the Company the agreement with the said Thomas A. Edison set forth in the said resolutions of the stockholders, as the same may be modified by including also the inventions, Letters Patent and option referred to in said letter from Thomas A. Edison.

RESOLVED: That the said officers of this Company be and they are hereby authorized and directed to purchase the said rights in and to the said inventions and Letters Patent and in and to said option for the said price, and upon the receipt by them of proper assignments vesting in this Company, its successors and assigns, the rights in and to the said inventions and Letters Patent as provided in said agreement, together with an option to purchase said Raub property as above provided, to issue said $2,000,000. increased common stock to the said Thomas A. Edison in payment therefor.

AGREEMENT made this 15th day of May 1908, by and between THOMAS A. EDISON, of Orange, New Jersey, of the first part, and THE EDISON PORTLAND CEMENT COMPANY, a corporation organized under the laws of the State of New Jersey, of the second part; WITNESSETH:

WHEREAS, by agreement between the parties hereto dated the ninth day of June 1899, it was provided that the Company should be entitled to an exclusive license under certain inventions, patents and applications therefor of said Edison, limited, however, to the manufacture of cement only in the United States and Canada, and in partial consideration for such rights and licenses for the practice of said inventions by the Company, and in payment for the services of said Edison to the Company, the said Edison was to receive certain royalties as fully set forth in said agreement; and

WHEREAS, it is provided throughout the said agreement that a barrel of cement whenever referred to should be understood as meaning a barrel of four hundred (400) pounds, when in point of fact the parties have always contemplated and did at the time of the execution of said agreement contemplate the standard barrel of three hundred and eighty (380) pounds; and

WHEREAS, it is provided in said agreement as follows:-

(11)
5/15/08

"And it is further understood and agreed that if the said Company shall grant any rights to manufacture under said Edison patents to other persons, firms, companies, or corporations, in all such cases the said party of the first part (said Edison) shall receive from said party of the second part (the Company) the same amount of royalty per every 400 pounds as if such cement were manufactured by said party of the second part;"

and

WHEREAS, it is agreed by and between the parties hereto that the above provisions of said agreement of June 9th, 1899, are not clear, and it is doubtful if they express the intention of the parties thereto; and

WHEREAS, a license was on the 8th day of January 1908, granted by the parties hereto to the North American Portland Cement Company under certain Edison patents and applications therefor to which the rights of the Edison Company apply, and under which royalties are expected to be paid; and it is desirable that the intention of the parties as to the distribution of such royalties, or any other royalties or payments which may be made by subsequent licensees, excluding the Edison Company, under Edison patents and applications therefor, shall be clearly expressed.

NOW, THEREFORE, for and in consideration of the sum of One Dollar to each in hand paid by each of the parties hereto by the other, receipt of which is hereby acknowledged, the parties have agreed as follows:-

(1) The word "barrel" wherever used in said agreement of June 9, 1899, even when specifically qualified by

the words "of four hundred pounds" or similar expression, shall be always interpreted to mean a standard barrel of three hundred and eighty (380) pounds.

(2) Whenever any license is granted under any Edison patent or patents (to which the Company has rights under said agreement of June 9, 1899) to any person, firm or corporation (other than the Edison Company) and royalties or other payments are received therefrom without cost of collection or litigation by either party, any such royalty or other payment shall be divided in the proportion of eighty (80) per cent to the Company and twenty (20) per cent to said Edison, his heirs or assigns. The same arrangement shall apply to all royalties or other payments received from the aforesaid license to the North American Portland Cement Company, or any sub-licenses granted thereunder. If, however, it should become necessary to bring suit on any of said patents to enforce the collection of royalties from the North American Portland Cement Company, or any of its sub-licensees, or by suit based on any of said patents to enforce payment of royalties or damages for the use of the Edison patents by others, the said Edison shall have the option to carry on such litigation at his own expense, but in such case any royalties or payments received as an outcome of such litigation shall be distributed in the proportion of sixty-five (65) per cent thereof to said Edison, his heirs and assigns, and thirty-five (35) per cent thereof to the Company. If, however, the said Edison should decline or be unable to carry on any necessary litigation for the collection of royalties or payment of damages for the use of the Edison patents, the Company may undertake the same, but in such case any royalties or payments

received as an outcome of such litigation shall be distributed in the proportion of eighty (80) per cent thereof to the Company and twenty (20) per cent thereof to said Edison, his heirs and assigns.

(3) The said agreement of June 9, 1899, shall remain in full force and effect as defining the understanding of the parties thereto, except as above provided, and also as the same may have been modified and interpreted by agreement between the parties hereto, made the 16th day of April, 1902,

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

Thos A Edison

Attest
Willard P. Reid, Secy

The Edison Portland Cement Co.
W. S. Mallory, V.P.

Duplicate Sent
F L Dyer - Feb 19 - 1909

May 15, 1908

KNOW ALL MEN BY THESE PRESENTS, that we THOMAS ALVA EDISON and MINA MILLER EDISON, his wife, of Llewellyn Park, Orange, County of Essex and State of New Jersey, as a part consideration for and in consideration of the issuance to the said THOMAS ALVA EDISON of common stock of THE EDISON PORTLAND CEMENT COMPANY, a New Jersey Corporation of Stewartsville, New Jersey, of the par value of Two Million Dollars ($2,000,000.00) have granted and do hereby grant to the said THE EDISON PORTLAND CEMENT COMPANY the right and option to purchase within the period of two years from the date hereof, all the right, title and interest which we have or may hereafter have in and to the hereafter described property known as the "RAUB FARM", upon the payment to the said THOMAS ALVA EDISON of the sum of Nine Thousand Six Hundred and Eight Dollars ($9,608.00) together with interest thereon from July 22, 1907, at six per cent per annum; subject to the following conditions, namely that in any conveyance made under the option hereby granted the title to the property known as the "RAUB FARM" together with the limestone quarry thereon, shall be included, but there shall be reserved to the grantors the zinc and all other mineral rights (with the sole exception of the limestone) and the grantors shall have the right of entry for the purpose of developing and exploiting the mineral rights so reserved.

The said "RAUB FARM", an option for the purchase whereof is hereby granted, comprises the two adjacent tracts of land, described by metes and bounds as follows:

All that tract or parcel of land or premises situated, lying or being in the township of Oxford, in

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the County of Warren, in the State of New Jersey and butted and bounded as follows: Beginning in the centre of the road where the Bridgeville Oxford road crosses the Buttzville Hazen road and runs thence (1) North eighty-six degrees and thirty minutes East two chains and seventy-three links to point in centre of road, (2) North eighty-four degrees and thirty-eight minutes east eleven chains and sixteen links to point in Buttzville road, (3) South four degrees west fifteen chains and seventy-two links to a corner, (4) North eighty degrees west twelve chains and sixty links corner in fence Pittengers corner, (5) South twenty-seven degrees west eight chains and eighty-nine links corner to railroad line, (6) South eighty-nine degrees west eleven chains and forty-four links corner in fence Radles corner,(7) North twenty-eight and one-quarter degrees west forty-five chains and forty-one links corner on side hill, bunch of sprouts Raub's corner (8) South eighty-six degrees forty-five minutes east four chains and eleven links to stake, (9) South seventy three degrees east four chains and twenty-five links to corner in fence, (10) North eighty-five degrees and fifty minutes east ten chains and sixteen links to stake and stones, (11) South fourteen degrees east fourteen chains and twelve links to stake centre of road leading to Hazen thirty-five links from Walnut tree North ten degrees ten minutes west, (12) South fifty degrees east ten chains and seventy-two links to point in road leading to Hazen, (13) South seventy-nine degrees east six chains and fourteen links to the place of beginning, being the forks of the road South of Mansion House forty two links North sixty degrees east from Apple tree Containing eighty-eight acres and

and fifty-four hundredths of an acre of land as surveyed by R. D. Huff July 1907; and

All that tract or parcel of land and premises hereinafter described, situate, lying and being in the township of Oxford, County of Warren and State of New Jersey, and butted and bounded as follows: Beginning at the easterly corner of the tract of land described in the preceding paragraph of this instrument and running thence (1) South three and one-half degrees east, eight chains and forty-five links to a corner near Pin Oak, Hixon's corner; (2) North eighty degrees west, nine chains forty-one links to stake, edge of road; (3) North nine degrees east, eight chains and thirty-one links to a corner in the fence, Pittenger's corner; (4) South eighty degrees east, eight chains and sixty links to the place of beginning, containing seven acres and fifty-four hundredths of an acre, adjoining the tract of land containing eighty-eight acres and fifty-four hundredths of an acre particularly described in the preceding paragraph of this instrument.

IN WITNESS WHEREOF we have set our hands and seals hereto this 15th day of May in the year of our Lord, 1908.

Signed, sealed and delivered in the presence of:

Thos A Edison

Mina M. Edison

A. R. Klehm

J. M. Caufield

MEMORANDUM OF AGREEMENT made this 15th day of May, 1908, between THOMAS A. EDISON, of Llewellyn Park, Orange, New Jersey, of the first part, and THE EDISON PORTLAND CEMENT COMPANY, a New Jersey Corporation of Stewartsville, New Jersey, hereinafter called the Company, of the second part, WITNESSETH:

WHEREAS by an assignment of even date herewith, said Edison has assigned to the said Company certain new and useful inventions which he has made, together with the applications for patent therefor and the patents granted or hereafter to be granted upon said applications, the following being a list of the said applications and the patents already granted thereon:

APPLICATION for CEMENT BURNING APPARATUS, filed October 24, 1906, serial No. 340,299;

APPLICATION for APPARATUS FOR BURNING PORTLAND CEMENT, filed November 26, 1906, serial No. 345,041;

APPLICATION for APPARATUS FOR BURNING PORTLAND CEMENT, filed November 26, 1906, serial No. 345,042;

APPLICATION for CEMENT BURNING APPARATUS, filed November 26, 1906, serial No. 345,043;

APPLICATION for BLAST FURNACES, filed November 26, 1906, serial No. 345,044;

APPLICATION for APPARATUS FOR GRINDING COAL, filed November 27, 1906, serial No. 345,329;

APPLICATION for BUCKET CONVEYORS, filed June 14, 1907, serial No. 378,889;

APPLICATION for SPROCKET CHAIN DRIVE, filed June 26, 1907, serial No. 380,948;

APPLICATION for CONVEYORS, filed November 22, 1907, serial No. 403,300;

APPLICATION for IMPROVEMENTS IN APPARATUS FOR FEEDING FINE MATERIAL, now in course of preparation for filing;

LETTERS PATENT for DISCHARGING APPARATUS FOR BELT CONVEYORS, dated July 30, 1907, No. 861,819, and

APPLICATION for reissue of said patent No.861,819, serial No. 404,627, filed November 30, 1907, and

WHEREAS it is the intention of the parties hereto that while the said Company shall be the sole and absolute owner of the said inventions, applications and letters patent granted or hereafter to be granted and shall have the sole and exclusive right to use the said inventions, applications and letters patent so far as they relate to the cement industry and shall have the sole right to grant licenses or other rights thereunder, that nevertheless, if any rights are granted in or to or under any of the said inventions, applications and letters patent by the said Company for use in other industries than the cement industry, the said Company shall pay to the said Edison ninety per cent of all such considerations;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar in hand paid by each of the parties hereto to the other, receipt of which is hereby acknowledged, IT IS AGREED by and between the parties hereto as follows:

THE EDISON PORTLAND CEMENT COMPANY for itself, its successors and assigns, in receiving the said absolute title in and to the said inventions, applications and letters patent, as granted by the said assignment of even date herewith, agrees with the said Edison that if the said Company shall grant any rights for or in connection with any industry other than the cement industry, to any third party in or to or under the said inventions, applications or letters patent, whether by the sale of said patents, or the granting of territorial or other licenses thereunder or by agreements for the payment of

royalties, or otherwise, then in that event any considerations received by the said Company for such rights in cash, stock.or otherwise shall be divided between the said Company and the said Edison in the proportion of ninety per cent to the said Edison and ten per cent to the Company.

IT IS FURTHER AGREED that if the Company grants any rights to others to use the said inventions, in other arts than the cement industry and its licensees or others who obtain such rights shall be sued for infringement by reason of the use of the said inventions; or if the Company, when requested to do so by the said Edison, finds it necessary to bring suit in its own name against infringers of the said patents already granted or hereafter to be granted in other fields than the cement industry, then, in that event, the expenses involved in such litigations shall be jointly borne by the parties hereto in the proportion of their respective rights hereunder, namely, ninety per cent by the said Edison and ten per cent by the said Company.

IN WITNESS WHEREOF the parties have executed this agreement in duplicate, the day and year first above written.

Thos A Edison

Attest
Willard P. Reid, Esq

THE EDISON PORTLAND CEMENT CO.,
Wm. Allen
Vice President.

Agreement.
Thomas A. Edison
and
Edison Portland Cement Co.
Feb. 15, 1909

MEMORANDUM OF AGREEMENT, entered into this 15th day of February, 1909, by and between THOMAS A. EDISON, of Llewellyn Park, Orange, New Jersey, party of the first part, and THE EDISON PORTLAND CEMENT COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having an office at West Orange, in said State, party of the second part, WITNESSETH THAT:

WHEREAS, the party of the second part was on the 1st day of February, 1909, and is now, indebted to the party of the first part in the sum of five hundred and seventy seven thousand and fifty dollars and eighty four cents ($577,050.84) as evidenced in part by certain interest bearing promissory notes given by the party of the second part and now owned and held by the party of the first part, and amounting with interest up to February 1, 1909 to five hundred and thirty three thousand eight hundred and thirty dollars and sixty six cents ($533,830-.66), a list containing the dates and amounts of said notes together with accrued interest to February 1,1909 being hereunto annexed as "Schedule A" and the remainder of said indebtedness amounting to forty three thousand and two hundred and twenty dollars and eighteen cents ($43,220.18) being carried as open accounts on the books of the party of the first part, and being also listed on "Schedule A", and

WHEREAS, the party of the second part is desirous of borrowing from the party of the first part the sum of one hundred and twelve thousand dollars ($112,000), for the purpose of making certain alterations and improvements in its cement plant at Stewartsville, New Jersey,

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of which the sum of thirty seven thousand five hundred and ninety four dollars ($37,594) has been already paid to the party of the second part by the party of the first part as evidenced by certain of the aforesaid promissory notes of the party of the second part now owned and held by the party of the first part and which are included in the aforesaid sum of $533,830.66 as shown by "Schedule A"; and

WHEREAS, the party of the first part is willing to lend the unpaid balance of the said sum of one hundred and twelve thousand dollars ($112,000) to the party of the second part and to accept its promissory notes to cover the said unpaid balance, to wit: seventy four thousand four hundred and six dollars ($74,406.00),

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar ($1.00) in hand paid by each of the parties to the other, the receipt whereof is hereby acknowledged, it is hereby agreed as follows:

The party of the first part agrees to extend the time within which the said existing indebtedness to him by the party of the second part, to wit: $577,050.84, shall be payable for a period of three years from February 1, 1909, and to accept promissory notes bearing interest, payable annually, from said date and running for a period of three years, in payment of said notes and open accounts of "Schedule A", and to pay to the said party of the second part in such instalments as may be convenient to the party of the first part the unpaid balance of said loan of one hundred and twelve thousand dollars ($112,000), to wit: $74,406.00 upon delivery to him of interest bearing promissory notes corresponding to such instalment payments and

executed by the party of the second part and running for a period of three years from the date or dates thereof;

The party of the first part further agrees that if at any time prior to the date of maturity of any of said three year notes herein provided for, the party of the second part desires to reduce its indebtedness to the party of the first part, the said party of the first part will accept as partial payments upon said notes any and all sums which shall be paid to him by the party of the second part, interest thereupon ceasing upon all amounts so paid from the date of payment, and

The party of the second part agrees that if during any part of the period covered by said three year notes or of any of them prior to their maturity, its business shall prove sufficiently profitable so that it becomes possible for it to make payments upon said notes without impairing its working capital or embarrassing its cement business, it will upon being requested so to do by the party of the first part, pay to the party of the first part such sums as it may have at its command or be able to realize to be applied upon its said indebtedness as partial payments upon said three year notes.

IN WITNESS WHEREOF, the party of the first part has hereunto affixed his signature, and the party of the second part has caused its name and seal to be hereunto

affixed by its officers duly authorized to perform these acts, the day and year first above written.

Witness to signature
of Thomas A. Edison
Harry F. Miller

Thos A Edison

Attest: Willard P. Reid
Secretary.

THE EDISON PORTLAND CEMENT COMPANY
By
W. Mallory V.P.

"SCHEDULE A"

- NOTE INDEBTEDNESS -

DATE	AMOUNT	DUE	
June 1, 1908	$ 7,564.20	June 1, 1909	
"	10,000.00	"	
"	10,000.00	"	
"	10,000.00	"	
"	10,000.00	"	
"	10,000.00	"	
"	10,000.00	"	
"	20,000.00	"	
"	20,000.00	"	
"	20,000.00	"	
"	20,000.00	"	
"	20,000.00	"	
"	25,000.00	"	
"	25,000.00	"	
"	25,000.00	"	
"	25,000.00	"	
"	50,000.00	"	
"	50,000.00	"	
Oct. 7, 1908	10,000.00	Feb. 7, 1909	
" 30,	10,000.00	" 28,	
Nov. 4,	10,000.00	Mch. 4,	
Nov. 5,	5,000.00	" 5,	
" 14,	5,000.00	" 16,	
" 18,	5,000.00	" 18,	
" 25,	5,000.00	" 25,	
" 25,	5,000.00	" 27,	
Dec.10,	5,000.00	Apr.10,	
" 19,	5,000.00	" 19,	
" 21,	5,000.00	" 21,	
" 26,	5,000.00	" 26,	
Jan. 1, 1909	5,000.00	May 1,	
" 4,	5,000.00	" 4,	
" 7,	5,000.00	" 7,	
" 11,	5,000.00	" 11,	
" 14,	5,000.00	" 14,	
" 15,	5,000.00	" 15,	
" 18,	7,500.00	" 18,	
" 25,	2,500.00	" 25	
	482,564.20		$482,564.20

Notes covering sums advanced as a part of proposed loan of $112,000.

Dec.17, 1908	18,797.00	June 1, 1909		
Jan. 6, 1909	9,398.50	" 1, "		
Jan.16, "	9,398.50	" 1 "		
	37,594.00		$ 37,594.00	
Interest to Feb. 1, 1909 - - - - -			13,672.46	
Total note indebtedness - - -			533,830.66	$533,830.66

Brought Forward	-	-	-	$533,830.66

- OPEN ACCOUNT INDEBTEDNESS -

Open account to Jan.1, 1909, with interest added to Feb.1, 1909 -		$ 38,795.66	
Jan.27,1909 -Cash	$3,617.45		
4 days interest -	2.41	3,619.86	
Jan.31,1909 -Interest on cash advanced to Pohatcong R. R. -		804.66	
Total open account indebtedness - - - - -		$ 43,220.18	$ 43,220.18
Total Note and Open Account indebtedness - - - - - - - -			$577,050.84

8/3/09 (J)

Spec copy

Memorandum of Agreement made this third day of August, 1909, by and between the North American Portland Cement Company (hereinafter called the Licensor) and Edison Portland Cement Company (hereinafter called the Licensee.)

WHEREAS, the Licensor and Licensee have heretofore made and executed a certain license agreement dated January 13, 1909, and a supplement thereto dated May 1, 1909, and desire to make the modifications hereinafter set forth therein.

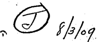
Now therefore the said Licensor and Licensee, in consideration of the premises and other valuable considerations from each to the other moving, have mutually agreed and by these presents do hereby mutually agree as follows:

Until January 1, 1910, the minimum prices established by the Licensor under said license agreement and supplement shall be five cents per barrel above the prices in force thereunder on July 31, 1909, in the territory in which minimum prices were in force on that date and ninety-five (95) cents per barrel plus Northampton freight rate in the District of Columbia, the States of Delaware and that portion of Maryland in Territory A.

The Traffic Committee of the Licensor shall consist of nine members of whom six members shall be appointed by the North American Portland Cement Company, and three members appointed by the Licensee Companies, who are not primary licensees of the North American Portland Cement Company.

The Amendment Committee shall consist of five members, of whom three members shall be appointed by the North American Portland Cement Company and two members appointed by the Licensee Companies, who are not primary licensees of the North American Portland Cement Company.

A majority vote of all the members of each committee shall govern.



8/3/09

Any matters pertaining to the question of prices, terms and conditions gpverning the sale of cement must be referred to the Amendment Committee for consideration, otherwise they cannot be acted upon by the Licensor.

IN WITNESS WHEREOF the Licensor has caused the presents to be executed by its President and the Licensee has caused the same to be executed by the Chairman of its Board and its Vice-President the day and year first above written.

Attest
[illegible]
Secretary

North American Portland Cement Co
[illegible]
President

The Edison Portland Cement Co
by Thomas A Edison
Chairman of the Board of Directors

The Edison Portland Cement Co
Wm Mallory V.P

Attest
Willard P. Reid [illegible]

Richard W. Kellow File
Real Estate and Insurance (1903-1910)

This folder consists primarily of agreements relating to real estate owned or leased by Edison or members of his family. Included are documents regarding the purchase of property at 10 Fifth Avenue, New York City; the rental of Edison's property in Bloomfield and Belleville, New Jersey; and landscaping at his winter home in Fort Myers, Florida. Also included is correspondence from Thomas A. Edison, Jr., concerning the leasing of land in Salisbury, Maryland, for William Leslie Edison, along with items pertaining to insurance on the Edison Phonograph Works and on Edison's property in Ogden, New Jersey. The documents are from envelopes 26, 30, 41, 72, 119, 121, and 149.

2/11/03/EAJ/L

Mr. W. S. Mallory, V. P.

Mallory Cancel all the

Dear Sir:--

In reply to your favor of the 9th inst. in re Insurance:

1st, the amount of insurance expiring by months, is as follows:

Insurance carried at Edison — Feby 12 1903 TAE

April	$10,000.
May	500.
June	2,500.
October	54,750.
November	35,000.
December	22,500.
January 1904	20,800.
February	1,800.
	$147,850.

2nd: The rates ~~we~~ are paying on dwellings are from 60 cents to 75 cts. per hundred. Buildings and machinery $1.25 to $1.5627

3rd. The amount we will save in case we shut down the Power plant will be, Labor- $3.60; wood-$3.80, total $7.40 per day, equal to month of 30 days- $222.

4th. Total amount of premiums we will pay Col. Wood at present rates, for one year, $2,138.72, equal to $178.23 per month.

Your's very truly,

Jaques

222
12
444
222
2664
2138
$ 4802 - Saving -

AGREEMENT TO CONVEY LAND, 131 S. Chew & Sons Co., Printers, Lc.,.. Blanks and Stationery, Camden, N. J.

Agreement made the seventh day of March,

A. D. one thousand nine hundred and six,

Between Katherine A. McCluskey, of the City and County of Burlington, State of New Jersey of the first part, and Frank L. Dyer, of Montclair, State of New Jersey,

of the second part.

Witnesseth that the said party of the first part, for the consideration of thirty-five hundred dollars to be paid as herein mentioned, doth promise and agree to and with the said party of the second part, that she will well and sufficiently convey to the said party of the second part his heirs and assigns at the Office of A.W.Dresser, #332 High St., in said City of Burlington on or before the thirty-first day of March, 1906 clear of all encumbrance all that tract or piece of land, situate in the Township and County of Burlington, State of New Jersey, and being the same land and premises which William Butler and Sallie, his wife, by Deed dated June 24, 1903, and recorded in the Clerk's Office of Burlington County aforesaid in Book376 of Deeds, page 254 &c., and according to said Deed containing twenty-one acres of land. Taxes and Fire Insurance to be adjusted to date of settlement.

And the said party of the second part, for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said party of the first part, that he shall and will, on executing the said conveyance, pay to her, the said party of the first part her heirs or assigns, the ~~XXX~~ sum of five hundred dollars, as and for the purchase money of the said tract or piece of land above mentioned, and execute a bond and first mortgage on the premises for the balance of the purchase price, payable two hundred and fifty dollars the first year, two hundred and fifty dollars the second year, and the balance at the end of the third year, at five per centum, per annum.

Or said party of the first part will sell to said party of the second part the above described premises at the price or sum of thirty-two hundred and fifty dollars, payable one thousand dollars on date of settlement the balance to be secured by bond and first mortgage on the premises at five per cent.per annum, principal to be due in three years form date of settlement.

~~And for the due performance of all and singular the covenants and agreements aforesaid, the said parties to these presents do bind themselves, their heirs, executors and administrators, each to the other, his executors, administrators and assigns, in the sum of five hundred dollars, firmly by these presents, the said sum to be considered as liquidated damages.~~

above clause eliminated before signing A.W.D.

In Witness Whereof, the said parties have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in the presence of

A W Dresser

Katharine A. McClusky (Seal)

Frank L. Dyer by Delos Holden (Seal)

JOHN H. SMITH, 80-82 FERRY ST., N. Y.

CONTRACT OF SALE.

The observance of the following suggestions will save time and trouble at the closing of this Title.

THE SELLER.

FIRST: Should bring with him all insurance policies and duplicates.

SECOND: He should also bring the tax and water receipts of the current year; and any leases, deeds or agreements relating to the premises.

THIRD: When there is a water meter on the premises it should be read.

FOURTH: If there are mortgages on the premises to be conveyed, the seller should produce receipts showing to what date the interest has been paid, and if the principal has been reduced, evidence of such reduction, in form to be recorded, must be produced and recorded.

FIFTH: If the grantor is a married man, his wife must join in the execution of the deed.

THE PURCHASER.

Should be prepared with money or a certified check drawn to his own order or that of this Company. The check may be certified for an approximate amount and money may be provided for the balance of the settlement.

TITLE GUARANTEE & TRUST Co.

176 BROADWAY, NEW YORK. 175 REMSEN STREET, BROOKLYN.
547 FIFTH AVENUE, NEW YORK. 50 JACKSON AVENUE, L. I. CITY.
129 WEST 125th STREET, HARLEM. 354 FULTON STREET, JAMAICA.
630 EAST 149th STREET, S. W. CORNER 3D AVENUE, BRONX.
Manufacturers Branch, 198 MONTAGUE STREET, BROOKLYN.

INSURES TITLES. RECEIVES DEPOSITS. ACCEPTS TRUSTS.

Capital and Surplus, $10,000,000.

CLARENCE H. KELSEY, President. FRANK BAILEY, Vice-President.
CLINTON D. BURDICK, 3d Vice-President. EDWARD O. STANLEY, Treasurer.
J. WRAY CLEVELAND, Secretary.
FRANK L. SNIFFEN, Manager Manufacturers Branch.
JOHN W. SHEPARD, Assistant Treasurer. NELSON B. SIMON, Assistant Secretary.
HORACE ANDERSON, Assistant Secretary. DAVID BLANK, Assistant Secretary.
EDWARD E. SPRAGUE, Senior Counsel.

AGREEMENT, made this 15th day of May, 1906.

between WASHINGTON ARCH REALTY COMPANY, a corporation organized and existing under and by virtue of the Laws of the State of New York,

hereinafter described as the seller, and MINA M. EDISON of ~~Orange~~ Llewellyn Park, New Jersey,

hereinafter described as the purchaser,

WITNESSETH, That the seller agrees to sell and convey, and the purchaser agrees to purchase all that lot of land, with the buildings and improvements thereon, in the Borough of Manhattan, City, County and State of New York,

described as follows:

BEGINNING at the corner formed by the intersection of the Northerly side of Clinton Place and the Westerly side of Fifth Avenue; thence running Northerly along the Westerly side of the said Avenue, twenty-eight (28) feet, six (6) inches; thence Westerly and part of the distance through a party wall, and on a line parallel with Clinton Place, one hundred (100) feet; thence Southerly and on a line parallel with Fifth Avenue, twenty-eight (28) feet, six (6) inches, to the Northerly side of said Clinton Place, and thence Easterly along the Northerly side of Clinton Place, one hundred (100) feet to the place of beginning.

SUBJECT, however, to a state of facts shown by the survey made by George C. Hollerith, a copy of which is hereto annexed. Also subject to the right of occupancy by one R. Hall McCormick of Chicago, Ill., up to and including the 21st day of June, 1906, without paying any rent therefor.

The gax fixtures on the parlor floor and the mirror on the second floor are not included in the sale of the above described premises.

The price is ONE HUNDRED AND TWELVE THOUSAND FIVE HUNDRED ($112,500) Dollars, payable as follows:

TEN THOUSAND ($10,000)

Dollars on the signing of this contract, the receipt of which is hereby acknowledged.

TWENTY-SEVEN THOUSAND FIVE HUNDRED ($27,500)

Dollars in cash on the delivery of the deed as hereinafter provided.

SEVENTY-FIVE THOUSAND ($75,000) DOLLARS by taking said property subject to a mortgage for that amount bearing interest at the rate of five per-cent per annum, to be a lien upon said premises, due June 30th, 1907.

All fixtures and personal property appurtenant to or used in connection with said premises are included in this sale. **except as hereinbefore mentioned**

The deed shall be delivered upon the receipt of said payments at the office of Messrs. Morris, Sentell & Main, 16 Exchange Place, N. Y. City,

on May 21st, 1906, at twelve o'clock noon.

The seller hereby declares that the sum paid on the execution of this contract, together with all other sums which the purchaser may pay on account of the purchase price before the delivery of the deed hereunder, and the reasonable expense of examination of the title to said premises are a lien thereon, and may be enforced by a sale of the seller's interest in said premises.

The deed shall be a full covenant warranty deed in proper form, and shall be duly executed and acknowledged by the seller, at the seller's expense, to convey to the purchaser, or the purchaser's assigns, the absolute fee of the above premises, free of all incumbrances, except as above stated.

All instruments to be given hereunder are to be in the statutory short form.

Rents and interest on mortgage, if any, are to be apportioned.

The risk of loss or damage to said premises by fire until the delivery of the deed is assumed by the seller.

The stipulations aforesaid are to apply to and bind the successors, heirs, executors, administrators and assigns of the respective parties.

The seller agrees that

Julius Meyer

brought about this sale, and agrees to pay the broker's commission therefor.

WITNESS the hands and seals of the above parties.

IN PRESENCE OF

Washington Arch Realty Co. [L. S.]
by Alfred [illegible]
Mina M. Edison [L. S.]
by [illegible] Attorney [L. S.]

W H E R E A S the Washington Arch Realty Company and Minah M. Edison have on the 18th day of May, 1906 entered into an agreement for the sale by the former to the latter of the premises on the northwest corner of Fifth Avenue and Clinton Place, in the City of New York, and one of the conditions of said contract is that the vendee shall on the signing thereof pay unto the vendor the sum of Ten Thousand ($10,000.) Dollars, and

W H E R E A S the parties hereto wish to modify the same so that the sum of Ten Thousand ($10,000.) Dollars shall be deposited with the Title Guarantee & Trust Co.,

It is now stipulated by and between them that the deposit by the vendee shall be taken as a compliance with the terms of the said contract and on the taking of title by the vendee the Title Guarantee & Trust Co. shall, and they are hereby directed to pay over the said sum of Ten Thousand ($10,000.) Dollars to the vendor.

Washington Arch Realty Co
by [illegible] Pres.

Mina M. Edison
by [illegible] Attorney

301.—Deed With Full Covenants (Act of 1890). J. MEYERS, Law Stationer and Printer, 106 Duane St., Branch 302 Broadway.
JJ. M. MM.

This Indenture, *made the* twenty-first *day of* May, *in the year One thousand nine hundred* and six.

Between WASHINGTON ARCH REALTY COMPANY, a corporation duly organized and existing under and by virtue of the Laws of the State of New York, party of the first part, and MINA M. EDISON of Lewellyn Park, State of New Jersey,

party *of the second part:*

Witnesseth, *That the said part*y *of the first part, in consideration of the sum of* One Hundred ($100) *dollars, lawful money of the United States,* and other valuable considerations, *paid by the part*y *of the second part, does hereby grant and release unto the said part*y *of the second part* her *heirs and assigns forever,* **All** that certain lot, piece or parcel of land, with the dwelling house thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, and bounded and described as follows, to-wit:

BEGINNING at the corner formed by the intersection of the Northerly side of Clinton Place and the Westerly side of Fifth Avenue; thence running Northerly along the Westerly side of the said Avenue, twenty-eight (28) feet, six (6) inches; thence Westerly and part of the distance through a party wall and on a line parallel with Clinton Place, one hundred (100) feet; thence Southerly and on a line parallel with Fifth Avenue, twenty-eight (28) feet, six (6) inches, to the Northerly side of said Clinton Place, and thence Easterly along the Northerly side of Clinton Place, one hundred (100) feet to the place of beginning.

Together with the appurtenances; and all the estate and rights of the said party of the first part, in and to said premises.

To have and to hold the above granted premises, unto the said party of the second part, her heirs and assigns forever.

SUBJECT, however, to a certain Indenture of Mortgage for the sum of Seventy-five thousand ($75,000) Dollars and interest, now a lien upon said premises.

And the said Washington Arch Realty Company, party of the first part, does covenant with the said party of the second part as follows:

First.— That the said Washington Arch Realty Company, the party of the first part, is seized of the said premises in fee simple, and has good right to convey the same.

Second.— That the party of the second part shall quietly enjoy the said premises.

Third.— That the said premises are free from incumbrances, except as aforesaid.

Fourth.— That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth.— That the said party of the first part will forever warrant the title to said premises

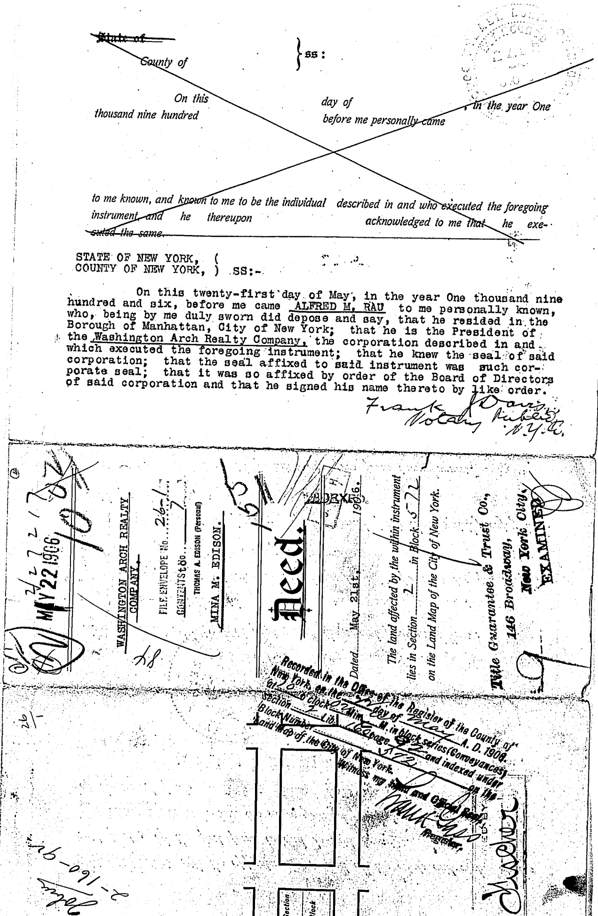
~~In Witness whereof, the said part of the first part ha hereunto set hand and seal the day and year first above written.~~

~~In the presence of~~

IN WITNESS WHEREOF the said party of the first part has hereunto caused these presents to be signed by its President and its corporate seal to be hereto affixed; the day and year first above written.

In the presence of,
Frank J. Davis

Washington Arch Realty Company
by Alfred M. Rau President



~~State of~~
County of } ss:

On this day of , in the year One thousand nine hundred before me personally came

to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same.

STATE OF NEW YORK, (
COUNTY OF NEW YORK,) SS:-

On this twenty-first day of May, in the year One thousand nine hundred and six, before me came ALFRED M. RAU to me personally known, who, being by me duly sworn did depose and say, that he resided in the Borough of Manhattan, City of New York; that he is the President of the Washington Arch Realty Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Frank J. Davis
Notary Public N.Y. Co.

MAY 22 1906

WASHINGTON ARCH REALTY COMPANY,

FILE ENVELOPE No. 26-1
CONTENTS No. 7
THOMAS A. EDISON (Personal)

MINA M. EDISON.

Deed.

Dated May 21st. 1906.

The land affected by the within instrument lies in Section 2 in Block 572 on the Land Map of the City of New York.

Title Guarantee & Trust Co.,
146 Broadway,
New York City.

EXAMINED

Recorded in the Office of the Register of the County of New York, on the 22 day of May A. D. 1906, at 12 o'clock 02 Min. M. in block series (Conveyances) Section 2 Lib. 160 page 172 and indexed under Block Number 572 on the Land Map of the City of New York.
Witness my hand and Official Seal,
Register.

Section | Block

26/1

2-160-92

W. E. GILMORE, PRESIDENT & GENERAL MANAGER.
J. R. SCHERMERHORN, ASSISTANT GENERAL MANAGER.

J. F. RANDOLPH, TREASURER.
A. WESTEE, SECRETARY.

NATIONAL PHONOGRAPH CO.

ORANGE, N.J.

EDISON PHONOGRAPHS & RECORDS.

31 UNION SQUARE, NEW YORK.

TRADE Thomas A. Edison MARK.

LONDON, PARIS, BERLIN, BRUSSELS, SYDNEY, MEXICO CITY.

CABLE ADDRESS "ZYMOTIC, NEW YORK"

IN REPLYING ADDRESS THE COMPANY NOT THE INDIVIDUAL AND MENTION THESE INITIALS.

C

W. P.,

ADDRESS YOUR REPLY TO New York, Nov. 1st, 1906.

Mr. John F. Randolph,

Edison Laboratory,

Orange, N. J.,

Dear Sir:

In re No. 10 Fifth Avenue.:

I send you herewith the following papers:

Abstract of Title;

Deed from McCormick to Washington Arch Realty Co.;

Contract between the Washington Ar Co. and Mrs. Edison;

Stipulation re first payment;

Deed from Washington Ar. Co. to Mrs. Edison;

Policy of Title Insurance #227,217; amount $112,500.;

Fire Ins. Policy #583,535, Westchester F.I.Co., expiring October 5th, 1909; amount $10,000.;

Notice and correspondence re Mortgage $75,000.; This mortgage is due June 30th, 1907; and the interest is payable semi-annually, December 1st, and June 1st. The first payment is due December 1st, and will cover the period from May 21st, 1906 to December 1st.

Bill of John H. Wood, amounting to $25.00., for premium on Policy #583,535, Westchester F.I.Co.;

Letter from the National Co., dated May 21, 1906, with which I received a check for $27,500.

For the purposes of your book entries, I will state that the first payment on the making of the contract of purchase was made May 18th, 1906, and amounted to $10,000. The final payment on the cash consideration was made May 21st, 1906, and

2 c's

amounted to $27,500., making the total cash consideration $37,500. The mortgage on the property is $75,000., making the total valuation $112,500.

The Real Estate Tax-Bill on this property for the year 1907, was turned over to Mr. Westee, and paid last month. You can obtain the figures from him.

There are two additional Fire Insurance Policies on this property, and of which Mr. Westee has a record. The policies at the present time are held by Mr. Wood, and will be renewed by him upon their expiration; one of them expiring this month, and the other next month.

I am sending a copy of this letter to Mr. Westee, so that you may confer with him in reference to entering up this matter.

Yours truly,

[signature]

K

Encs.-

This contract entered into this 17th day of May, 1907, Between Thos. A. Edison. Party of the first part and W. H. Towles and W. T. Hull, parties of the second part- Witnesseth: that the party of the 1st part agrees to pay $5 each for Royal Palm trees, set out on Riverside Avenue between Manuals Branch and The A.C.L. R.R. in the Town of Ft. Myers, said trees to be planted 20 feet apart on both sides of said avenue, as laid out by County Surveyor R. B. Leak and the work to be completed by the 28th of June, 1907. The party of the 1st part agrees to furnish 1/2 of a two horse wagon load of muck for each tree and material to crate the Palm trees, and to pay for said trees when planted

The parties of the second part have entered into a bond of $1000 and agree to furnish said trees to be not less than three inches in diameter above the ground to plant same in such places as are desegnated by R. B. Leak, County Surveyor and care for them until Jan 1st, 1908, In setting said trees holes are to be dug 3 feet square & 2 1/2 feet deep and to replace any that do not live and to protect same by crates the said bond is attached to and becomes a part of this Contract.

The muck to be thoroughly mixed with the sand or earth before planting

Signed, Sealed in presence of,

J. R. Randolph
Witness
W. L. Garvey
R. B. Leak

Thomas A. Edison
Party of 1st Part.

Towles & Hull
by W. H. Towles
Party of 2nd Part.

Ft Myers Fla 5/17. 1907.

We the undersigned our heirs, ex & assigns are held and firmly bound in the sum of $1000. To Thos. A. Edison. The condition of the above obligation is that we are to furnish and plant and take care of and replant if necessary should any die, Royal Palm Trees as specified and as set forth in the attached contract if the said contract is faithfully carried out this obligation to be null and void, otherwise to remain in full force and effect.

Ft. Myers,
Lee Co. Fla.
Subscribed before me this day
above.
Written.

W. H. Towles

Robert B. Leak
Notary Public.
My Com Exp 4/10.1910.

A G R E E M E N T

BETWEEN

THOMAS A. EDISON, et als.,

AND

FIDELITY TRUST COMPANY

DATED - July 1907

FILE ENVELOPE No. 149

CONTENTS No. 1

THOMAS A. EDISON (Personal)

LAW OFFICES
JOHN E. HELM
PRUDENTIAL BUILDING
NEWARK, N. J.

THE W. H. SHURTS CO., LAW BLANK PUBLISHERS, 847-849 BROAD STREET, NEWARK, N. J.

KNOW ALL MEN BY THESE PRESENTS, That, WHEREAS, under and by virtue of a certain indenture of mortgage, dated August 2nd, 1897, made and executed by the Edison Phonograph Works to the Fidelity Trust Company of Newark, N. J., as Trustee, it was, among other things, provided that the said Works should, so long as the bonds issued under said mortgage remained outstanding and unpaid, keep its buildings and other property fully insured in and by responsible insurance companies against loss or damage by fire or lightning, and

WHEREAS, pursuant to such provision contained in said mortgage, the said Works have caused to be issued policies of insurance on its said property in the companies contained in the following list of the amounts set forth in said list which said policies expire at the dates also set forth in said list, which list is as follows:-

Pol.No.	Insurance Co.	Amt. of Ins.	Expires
6410352	London & Lancashire	$2500.00	Jan. 1,1908
3064	Springfield	2500.00	"
4404	Phenix of Brooklyn	2500.00	"
11413	Standard	2500.00	"
504877	Western, Pittsburg	3000.00	"
3966	Hartford	1500.00	"
31750	Northern of London	5000.00	"
31758	Northern of London	5000.00	"
30891	Royal	10000.00	"
4882523	Norwich	2500.00	"
288702	Orient	2500.00	"
339744	Globe & Rutgers	5750.00	"
4403	Phenix of Brooklyn	2500.00	"
104757	Commercial Union	2500.00	"
750883	Mich. Commercial	2500.00	"
1852685	New Hampshire	2500.00	"
31748	Northern, London	5000.00	"
62795	Rochester German	2500.00	"
113975	Shawnee	2500.00	"
350753	Globe & Rutgers	2000.00	"
303123	Equitable	1000.00	"
248422	Svea	2500.00	"
29305	Home	15000.00	"
[illegible]4969	Connecticut	2500.00	"
187107	Federal	2500.00	"
2834	Dutchess	2500.00	"
76120	Northern, N. Y.	1000.00	"

Pol.No.	Insurance Co.	Amt. of Ins.	Expires
1233	Aetna	$5000.00	Jan.1,1908
970808	North River	3750.00	"
1221	Aetna	3000.00	"
3980	Hartford	5000.00	July 1,1908
700282	Star	2500.00	"
75636	German American	5000.00	Jan.1,1908
80647	Underwriters Policy	2500.00	"
1817254	Franklin	1500.00	"
3530395	Fire Assoc. of Phila.	2500.00	"
4928928	Norwich Union	3000.00	"
29306	Home	4000.00	"
3103	Springfield	2500.00	"
91902	Penna.	2500.00	"
75998	German American	2500.00	"
31791	Northern of London	2500.00	"
52037	Westchester	2500.00	"
2596353	Atlas	2500.00	"
104768	Commercial Union	2500.00	"
750885	Mich. Com'l	2500.00	"
4882525	Norwich Union	3000.00	"
344064	Ins. Co. of the State of Pa.	2500.00	July 1,1908
40977	New Brunswick	2000.00	Jan.1,1908
1260	Aetna	2750.00	July 1,1908
373116	Globe & Rutgers	1000.00	"
31756	Northern of London	6500.00	Jan. 1,1908
75638	German American	5000.00	"
52010	Westchester	3500.00	"
229276	Hanover	2500.00	"
75633	German American	3000.00	"
750881	Mich. Commercial	3000.00	"
344065	Ins.Co. of the State of Pa.	2500.00	July"1,1908
529678	Western, Pittsburg	1500.00	"
3065	Springfield	1000.00	Jan. 1,1908
52034	Westchester	1000.00	"
52017	Westchester	2500.00	"
91903	Penna.	2000.00	"
31762	Northern, London	2000.00	"
504952	Western, Pittsburg	1000.00	"
182561	Delaware of Delaware	1500.00	"
31827	Northern, London	2000.00	"
3981	Hartford	1000.00	July 1,1908
5035	Connecticut	1000.00	"
1252	Aetna	1500.00	"
78550	Northern, N. Y.	2500.00	"
4510	Phenix, Brooklyn	2500.00	"
29743	Home	2500.00	"
3207	Springfield	2500.00	"
52012	Westchester	2500.00	Jan. 1,1908
52062	Westchester	500.00	"
52011	Westchester	2500.00	"
4938	Connecticut	2000.00	"
970915	North River	3000.00	"
339172	Ins.Co. of the State of Pa.	2500.00	"
62843	Rochester German	2500.00	"
229289	Hanover	2500.00	"
2812	Dutchess	2500.00	"
77903	Northern, N.Y.	2500.00	July 1,1908
700283	Star	4000.00	"
3206	Springfield	2500.00	"
3730405	Fire Assoc. of Phila.	2500.00	"
4509	Phenix of Brooklyn	2500.00	"

Pol.No.	Insurance Co.	Amt. of Ins.	Expires
31752	Northern of London	$2500.00	Jan. 1,1908
91854	Penna.	2500.00	"
1852676	New Hampshire	2500.00	"
2270711	Royal Exchange	2500.00	Jan. 1,1908
153730	German American	1500.00	"
153731	German American	2000.00	"
31742	Northern of London	3500.00	"
4937	Connecticut	2500.00	"
31829	Northern of London	4500.00	July 1,1908
95339	Penna.	2500.00	"
31754	Northern of London	2500.00	Jan. 1,1908
52057	Westchester	500.00	"
339742	Globe & Rutgers	6000.00	"
1200	Aetna	1000.00	"
52058	Westchester	2500.00	"
104767	Commercial Union	5000.00	"
75634	German American	1000.00	"
1212	Aetna	1000.00	"
31815	Northern, London	1000.00	"
3730403	Fire Assoc. of Phila.	2500.00	July 1,1908
91905	Penna.	2500.00	Jan. 1,1908
52036	Westchester	5000.00	Jan. 1,1908
75997	German American	2500.00	"
1222	Aetna	1800.00	"
52074	Westchester	3500.00	July 1,1908
76482	German American	2500.00	"
31832	Northern of London	4500.00	"
52019	Westchester	4000.00	Jan. 1,1908
75846	German American	2000.00	"
229305	Hanover	2000.00	"
350803	Globe & Rutgers	1000.00	"
52035	Westchester	1250.00	"
52056	Westchester	3000.00	"
350987	Globe & Rutgers	1250.00	"
378061	Globe & Rutgers	2000.00	July 1,1908
170339	Providence Washington	2000.00	"

AND, WHEREAS, the said policies of insurance have been cancelled and it is the purpose of said Works to henceforth carry its own insurance, and

WHEREAS, a fund has been provided under the direction of the Board of Directors of said Works to provide for protection against loss by fire, lightning, etc., and

WHEREAS, certain sums of money are due and payable to the said Works as return premiums on said policies, and

WHEREAS, the said policies of insurance have been deposited with and are now in the possession of the said Fidelity Trust Company, Trustee as aforesaid, and,

WHEREAS, it is necessary that said policies should be returned to the various companies issuing the same in order for the said Works to procure the payment to it of the rebate of premiums thereon, and,

WHEREAS, the said Works have requested the said Fidelity Trust Company, Trustee as aforesaid, to return to it the said Insurance Policies in order that the amounts due thereon to said Works as rebate premiums may be collected from said Insurance Companies, in which request we the undersigned, hereby join; and

WHEREAS , in consideration of the premises herein recited and set forth, and of the covenants and premises herein contained, the said Fidelity Trust Company, Trustee as aforesaid, has agreed and hereby does agree to return to said Works the said Policies of Insurance above set forth; and,

WHEREAS, there is still outstanding and unpaid Two Hundred and Fifty-Two of said bonds, of the par value of One Thousand Dollars each, Two Hundred and Nineteen of which bonds are held by us, the undersigned, and thirty three thereof are held by other persons; and

WHEREAS, under and by virtue of the terms of the said bonds, twelve of said bonds become due and payable on the second day of August in each year during the continuance of said mortgage; and,

WHEREAS, among the twelve bonds becoming due and payable on the Second day of August next are five of the said thirty three bonds now held by others than the undersigned, so that on and after August 2nd, 1907 but twenty eight bonds, others than those held by the undersigned will be outstanding and unpaid;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that for and in consideration of the return of said Insurance Policies by the said Fidelity Trust Company as aforesaid, to the said Works, we, the undersigned, Mrs. Mina M. Edison, holder and owner of one hundred and ~~fifty~~ forty seven of said bonds; Thomas A. Edison, holder and owner of Sixty-two of said bonds, and Madeline Edison, holder and owner of ten of said bonds, all of West Orange, in the County of Essex and State of New Jerseym for ourselves and our and each of our executors, administrators and assigns, hereby waive all claims or demands in law or in equity which we or either of us have or might have against the said Fidelity Trust Company, Trustee as aforesaid, for or on account of the covenant in said mortgage requiring the property of the said Works to be insured in responsible insurance companies or for or on account of any claim or demand of any nature, arising under, by virtue of or in any way relating to said covenant or any breach thereof, and we the undersigned, hereby agree to deposit with the said Fidelity Trust Company, Trustee as aforesaid, security, to be approved by said Trustee, to the extent of Thirty Thousand Dollars to indemnify the said Trustee against any claims or demands by or on the part of the holders of the remainder of the said bonds, outstanding and unpaid, or their legal representatives, for or on account of the said covenants in said mortgage providing for the insurance of the property of the said Works, as aforesaid, or any breach thereof.

And we, the undersigned, in consideration of the return of said Insurance Policies by said Fidelity Trust Company, Trustee as aforesaid, to said Works, hereby further covenant and agree that neither we, nor any of us, will part

with the ownership of or transfer or permit to be transferred any or all of said bonds now held and owned by us as aforesaid, without the consent in writing of the said Fidelity Trust Company, Trustee as aforesaid, which said consent shall be given by the said Trustee upon our depositing with the Fidelity Trust Company, Trustee as aforesaid, collateral security, to be approved by it, of the value of the bonds so proposed to be transferred by us or either of us, to indemnify the said trustee against any claim on the part of the future owners of said bonds on account of said covenant of insurance contained in said mortgage.

And we, the undersigned, in consideration of the transfer of said Insurance Policies as aforesaid, further covenant and agree that should the market value of any of the collaterals deposited or to be deposited by us with said Fidelity Trust Company, Trustee as aforesaid, at any time fall below the value of the said bonds held and owned by others, and not held and owned by us, we will, upon the request of said Fidelity Trust Company, Trustee as aforesaid, deposit with said Trustee further collaterals so that at all time the collaterals so held by said Fidelity Trust Company, Trustee as aforesaid, as herein provided, shall be equal to the value of the bonds not owned and held by us or either of us.

IN WITNESS WHEREOF, We have hereunto set our hands and seals in duplicate, this Thirteenth day of ~~July~~ August, Nineteen hundred and seven.

Signed, Sealed and Delivered
in the presence of

Mina M. Edison

Thomas A. Edison

Madeleine Edison

RECEIPT

FIDELITY TRUST COMPANY
of Newark, N. J.,

-TO-

THOMAS A. EDISON,

DATED - August 1907

Received of Thomas A. Edison gold bond No. 2989, dated July 6, 1907, payable to Thomas A. Edison, of the Northern Pacific Railway Company for thirty two thousand dollars ($32000) to be held by us as trustees under the terms of a certain undertaking made and entered into by Mina M. Edison, Thomas A. Edison and Madalene X. Edison and dated on the thirteenth day of August, 1907, wherein and whereby it is provided that the said Mina M. Edison, Thomas A. Edison and Madalene X. Edison shall deposit with us, the Fidelity Trust Company of Newark, N. J., Trustee, security to be approved by us as such Trustee, to the extent of thirty thousand dollars ($30,000.) to indemnify us as such trustee against any claims or demands by or on the part of the holders of certain bonds described in said undertaking, or their legal representatives, which said bonds are held by others than the said Mina M. Edison, Thomas A. Edison and Madalene X. Edison, for or on account of the covenants contained in a certain indenture of mortgage dated August 2nd, 1897 made and executed by the Edison Phonograph Works to the Fidelity Trust Company of Newark, N. J., as trustee, providing for the insurance of the property of the said Works or any breach thereof.

And we hereby undertake to return to said Thomas A. Edison upon demand in writing made by him or on his behalf by his legally constituted representatives, one thousand dollars ($1000.) of said Northern Pacific Railway gold bonds for each of the bonds now held by others than the said Mina M. Edison, Thomas A. Edison or Madalene X. Edison, issued under the mortgage hereinabove referred to which may be paid off and cancelled under the terms of said mortgage during

I

the period which said Northern Pacific Railway bonds shall remain with us under the terms of this receipt, and upon payment of the last of said bonds issued under said mortgage held by others than said Mina M. Edison, Thomas A. Edison and Madalene X Edison, to return to said Thomas A. Edison or his legally constituted representatives, the balance of said Northern Pacific Railway bonds then remaining in our possession.

Aug 16th 1907

Fidelity Trust Co
By [signature]

WALDRON P. BELKNAP, PRESIDENT. CLINTON D. BURDICK, TREASURER. MARTIN JOOST, VICE PRESIDENT. JOHN L. SHERWOOD, SECRETARY. CLARENCE H. KELSEY, 2ND VICE PRESIDENT. GEORGE W. BAILEY, ASST. TREASURER. FRANK BAILEY, 3RD VICE PRESIDENT. WILLIAM B. CLARKE, ASST. SECRETARY.

BOND AND MORTGAGE GUARANTEE COMPANY

OFFICES:
170 BROADWAY, NEW YORK.
175 REMSEN ST. BROOKLYN.
350 FULTON ST., JAMAICA.

CAPITAL $3,000,000.

New York, Nov. 30th, 1908.

B. & M. No. 21700.

Harry attend to this & extend -
Wrote 12/16/08

Mrs. Mina M. Edison,
c/o Thomas A. Edison,
Orange, N. J.

Dear Madam:

The mortgage for $75,000, held by clients of this Company on premises 10 Fifth Avenue, matures on Jan. 11th, 1909.

Our clients have directed us to inform you that the loan may remain provided it be extended for a period of three years. The total expense would be the Title Guarantee and Trust Company's charge of $15.00 for drawing the usual extension agreement and continuing the searches to date.

It is desired to know your decision in the matter as soon as possible.

Very truly yours,

W. B. Clarke
Asst. Secretary.

WBC.
SFW.

Cable Address "Edison, New York."

From the Laboratory of Thomas A. Edison.

Subject, ________ Orange, N.J. Dec. 16th 08.

Bond & Mortgage Guarantee Co.,

176 Broadway, New York.

Dear Sirs:

Regarding the mortgage for $75,000.00 on premises No. 10 Fifth Avenue, New York City, I desire to extend the same three years from January 11th 1909 at the same rate of interest as heretofore paid and as offered in your letter of November 30th 1908.

You may proceed with drawing the extension agreement and searching title to date for which you are to charge $15.00.

Yours very truly,

Mina M. Edison

Mina Sign this
Thos A. Edison

59

- A G R E E M E N T -

THOMAS A. EDISON

- With -

JOSEPH D. LINTOTT.

Dated January 17th 1910.

FILE ENVELOPE No. 41

CONTENTS No. 1

THOMAS A. EDISON (Personal)

FRANK L. DYER
COUNSEL
ORANGE, NEW JERSEY

THIS INDENTURE, made this 17th day of January 1910, between THOMAS A. EDISON, of Llewellyn Park, West Orange, in the County of Essex and State of New Jersey, party of the first part, and JOSEPH D. LINTOTT, of Silver Lake, in the Township of Belleville, County of Essex and State of New Jersey, party of the second part, WITNESSETH:

That the said party of the first part has hereby let unto the said party of the second part, and the party of the second part has hereby hired and taken from the said party of the first part, all those certain lots, tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Townships of Belleville and Bloomfield, in the County of Essex and State of New Jersey:

BEGINNING at a point in the south easterly side of Watsessing Avenue, and running, Thence (1) in a northeasterly direction along the southeasterly side of said Watsessing Avenue south forty-six degrees five minutes west 187 feet 68/100 of a foot; Thence (2) continuing in a northeasterly direction along said southeasterly line of said Watsessing Avenue south forty-four degrees forty-five minutes west 672 feet 84/100 of a foot to a corner formed by the intersection of Watsessing Avenue with Franklin Street; Thence (3) running in a southeasterly direction along the southwesterly side of Franklin Street north thirty degrees fifty minutes west 330 feet 64/100 of a foot to a point in said westerly side of said Franklin Street; Thence (4) running in a southeasterly direction along the southwesterly side of said Franklin Street north twenty-seven degrees twenty-eight minutes west 563 feet 16/100 of a foot to a

point in said westerly side of said Franklin Street; Thence (5) in a southwesterly direction along the northwesterly side of a lot, measuring 50 feet by 150 feet and belonging to one J. B. Kent, 150 feet; Thence (6) in a southeasterly direction north twenty-seven degrees twenty-eight minutes west along the southwesterly side of said lot of said Kent 50 feet; Thence (7) in a southwesterly direction south fifty-seven degrees thirty minutes west 180 feet more or less; Thence (8) in a southeasterly direction north twenty-eight degrees fifteen minutes west 133 feet 98/100 of a foot; Thence (9) in a northeasterly direction north fifty-five degrees thirty minutes east 330 feet to a point on the southwesterly side of said Franklin Street; Thence (10) in a southeasterly direction along the said southwesterly side of said Franklin Street north twenty-five degrees thirty minutes west 251 feet and 46/100 of a foot ; Thence (11) in a southwesterly direction south fifty-six degrees forty-five minutes west 238 feet 92/100 of a foot; Thence (12) in a southwesterly direction south fifty-four degrees forty-five minutes west 413 feet more or less to a point in the northerly side of land belonging to the Watchung Railroad Company; Thence (13) along the line of said land belonging to said Watchung Railroad Company and in a westerly direction south eighty-one degrees thirty-six minutes east 616 feet and 30/100 of a foot ; Thence (14) in a northerly direction north sixteen degrees eleven minutes east 406 feet; Thence (16) still in a northerly direction north four degrees fifty minutes east 168 feet; Thence (17) in a northwesterly direction north twenty-eight degrees twelve minutes west 288 feet more or less to the point of beginning. So long as the party of the second part shall retain possession of the premises hereby

demised under the terms hereof, he shall have the use of the house and barn on Franklin Street and within the said premises hereby demised and now used and occupied by one McNairn, but the following named portions of the tract hereinabove described [illegible] excepted from the premises hereby demised and shall be retained by the party of the first part, to-wit:

(1) A wooden house on said Franklin Street occupied by one Flannery, and one half acre of ground more or less immediately surrounding the same and appurtenant thereto.

(2) A wooden house situated on said Franklin Street and occupied by one Havens, and one half acre of ground more or less immediately surrounding the same and appurtenant thereto.

(3) A tract substantially 50 feet by 180 feet immediately in the rear of the lot of said Kent on Franklin Street and forming with the lot of said Kent a tract of substantially in the form of a parallelogram and extending 50 feet on said Franklin Street by 330 feet deep from said Franklin Street.

All the said premises being shown within shaded lines on the blue print, which is annexed hereto and made a part hereof, and on which the house and barn now held and occupied by said McNairn and the houses occupied by said Flannery and said Havens are marked in black ink, and containing in all 20 acres more or less. To have and to hold the said above mentioned and described premises together with the appurtenances thereunto belonging to the said party of the second part at the will of the said party of the first part and subject to all the exceptions hereinbefore set forth and to all the conditions hereinafter expressed.

It is hereby agreed, that if the said party of the second part shall retain possession of the hereby demised premises under the terms hereof , he shall pay rent to the said party of the first part as follows:

For the first year the sum of $300.00;
For the second year the sum of $350.00;
For the third year the sum of $400.00; and
For each succeeding year a sum which may hereafter be agreed upon by the parties hereto but which shall not be less than $400.00;

that said moneys shall be payable in advance, one quarter at the beginning of each year and one quarter every three months thereafter, and that the first of said payments shall be due and payable on the first day of April, 1910.

It is mutually agreed by and between the parties hereto, that the said party of the first part shall have the right to re-enter and to repossess himself of the premises hereby demised, or any part thereof at any time upon three months written notice first given to the said party of the second part, and that the said right of the said party of the first part shall not be in any wise prejudiced by reason of the fact that the said party of the second part may have theretofore paid rent in advance for a period extending beyond the time of such re-entry and repossession, but in such case the party of the first part shall refund to the party of the second part the amount of the excess of such payment if the entire premises are retaken or repossessed by the party of the first part, or shall allow the said party of the second part a proportionate credit on the next succeeding payment if a part less than the whole of the said premises be retaken, and

in case the re-entry upon the whole or part of the hereby demised premises by the party of the first part shall take place while any crops are planted or growing thereon, the party of the second part shall have the right to re-enter and remove the said crops thereafter when matured, if such removal be not inconsistent with the purposes to which said premises are put by the said party of the first part, If such crops are not sufficiently advanced or matured at the time of such re-entry if made by the said party of the first part, and if it is inconsistent with the purposes to which said premises shall be put to allow such crops to mature and be removed by the party of the second part, then the party of the first part shall reimburse the said party of the second part the reasonable cost of seed, planting and tilling thereof, or shall allow the party of the second part a like credit upon his next succeeding payment to be made under the terms hereof.

It is agreed that in case the half yearly payments heretofore provided for, or any part thereof, shall be unpaid for the space of thirty (30) days next after the day upon which said payment shall fall due, the same being first lawfully demanded, that it shall be lawful for the said party of the first part forthwith to re-enter and hold the said premises.

The said party of the second part doth hereby covenant with the said party of the first part to pay the said half yearly payments hereinbefore provided for at the times appointed as aforesaid, and also, at his own cost, to keep in repair the said premises in a good and husband-like manner, and further to deliver up the said premises upon the termination of this agreement or at any time that the said party of the second part may repossess himself

thereof under the conditions hereof, in as good and sufficient repair as the same were received by the said party of the second part.

IN WITNESS WHEREOF, the parties to these presents have interchangeably signed their names the day and year first above written.

Witnesses to the signature of Thomas A. Edison.

Herbert H. Dyke

John McCaufield

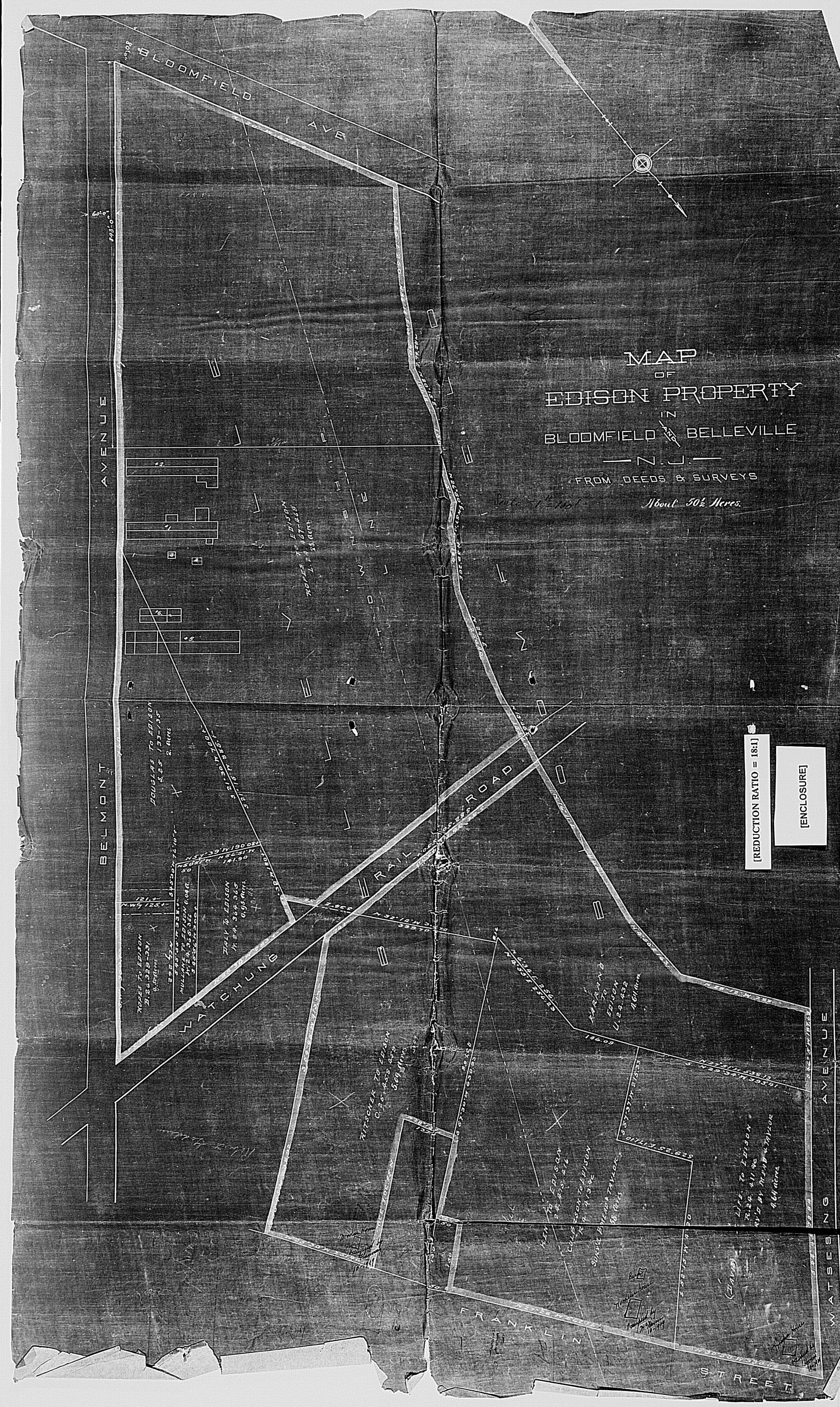
Thos A Edison

Witnesses to the signature of Joseph D. Lintott.

John R Gross

J. Miller

Joseph D. Lintott.



MAP OF EDISON PROPERTY IN BLOOMFIELD & BELLEVILLE
— N.J. —
FROM DEEDS & SURVEYS
About 50½ Acres
BELMONT AVENUE
BLOOMFIELD AVE
WATCHUNG RAIL ROAD
FRANKLIN STREET
WATSESSING AVENUE
BELLEVILLE
TOWNSHIP
BLOOMFIELD
KOPES TO EDISON
B.26.329-331
DOUGLAS TO EDISON
S.25 133-135
2 Acres
MULLANE TO EDISON
DALY TO EDISON
N.24. 364.365
KOPES TO EDISON
25 Acres
KITSCHER TO EDISON
5.09 Acres
CULBERSON TO EDISON
FARRAND TO EDISON
U.24.232
LIFE TO EDISON
R.24. 411 &c
4.64 Acres
(DAVIS)
[REDUCTION RATIO = 18:1]
[ENCLOSURE]

Mr. Joseph D. Lintott,
Silver Lake, N. J.

Feb. 21 1910.

Dear Sir:-

I find that by inadvertence in the contract of January 17, 1910, between yourself and Mr. Edison, the words "half-yearly" occur in lines 18 and 27 on page 5 thereof, whereas instead of "half-yearly" the word "quarterly" should have been used, as in the earlier part of the agreement it is provided that the payments shall be made q uarterly.

I am having this letter written in duplicate for the correction of this agreement, and if it is agreeable to you to have the contract amended as above suggested, kindly return to me this letter with your name signed in the blank line at the foot thereof, retaining the other copy for yourself. Iwill then attach the letter to Mr. Edison's copy of the agreement and you can attach the carbon to your copy.

Thomas A. Edison

By J. Miller

Joseph D. Lintott.

Burlington - N. J.
August - 6th - 1910 -

My dear Father -

Upon receipt of your note which arrived here last Saturday morning - I immediately started for Salisbury. Md - I was agreeably surprised at the condition I found matters in down there - I am very well satisfied with the way William has managed things - and I feel confident now - that he will settle down and live as he should - He picked out a beautiful little spot along the river about a mile from town - Twenty acres - a four room house in fair condition - a barn and several outbuildings - His intention is to build on an extra room and

also a kitchen - with this addition he should have a very comfortable little place -

Acting upon your suggestion I obtained a lease on the place for one year - in my <u>own name</u> - and although I devoted every possible effort to get the landlords to reduce the rent - $4.00 per month was the very best I could obtain - The lease as drawn up - I enclose for your inspection - I don't know exactly how binding it would be up here - but down there it is considered a perfectly legal document

I am more convinced now than ever that William does not appreciate the difference between right and wrong - and the truth and a lie - I don't honestly believe he can help telling lies - it seems to be the most natural thing in the world to him - This very unfortunate condition of his not only makes it hard for himself but for everybody around him - I

still have hope however that he will overcome it - and trust that his new surroundings will improve him in everyway - They appear to be a very home-loving people in Salisbury - and their influence should assist in a great measure in broadening Will's mind - and bring him to his senses - One thing I noticed he is exceedingly well liked by everybody there - and it was a pleasure to me to see it -

Upon my return home I found the Piano bill which you forwarded to me - Nobody but William and his wife <u>could</u> deliberately lie to me like they have <u>about</u> this and other bills - they have it down to a science - when I was in Salisbury - I asked them for a list of their creditors - and he named me only one - They were positive about this - As this bill I paid long ago - I thought there was nothing more - Upon my return I

found three more bills - which need attention - You must appreciate Father that it is quite impossible for me or anyone in fact to find out who Will owes except through William himself - I could advertise - but this is the very thing we want to avoid - The only thing left to do - I guess - is to wait for these bills to come in - I dont see how there could be many more -

The most peculiar part of it all - was their complaint that it costs them so much to live - in view of all these bills - they should have lived in luxury and saved some money besides -

When I first took hold of William's affairs I little dreamed that I would have such a nasty proposition - I have done nothing but worry ever since over the whole business - but I am going to see it through no matter what happens -

I received a very welcome letter from Mother - and as I want to see her very much - I will try and run up to Orange sometime next week - In the meantime Father let us console ourselves with the fact that William is at last settled -

I received a bill yesterday from a man in Orange for eighty-two dollars and fifty cents - for hardware and etc - This bill I had - as usual - absolute no knowlege of - I am writing him today - for an itemized account which I will forward to William and find out what he has to say about it -

Hoping to see you next week sometime - with much love from us both to you and all - believe me as ever

Your loving son
Tom

[ENCLOSURE]

This is to certify that I have leased a tract of land with house and barn ,situated on the Wicomico River ,bounded by said river, the county road,and the bounding line of the Sanatorium Company's land Also the use of the old Steamboat Wharf for the purpose of putting. up a summer tent or cottage. All for a monthly rental of $4 dollars, this lease to run for a term of one year.

It is also agreed that the present Rentor shall have the preference of buying said property at a price to be agreed upon.

Witness.
Geo. W. Todd

Lessor. J. C. Weatherhead
Helen H. Weatherhead

Lessee.
Thomas A. Edison Jr.

August Ist, I9I0.

Burlington - N. J.
September - 17th/10

My dear Harry -
I hope you will please pardon my apparent neglegence concerning William - I wrote him three times about this rent affair - but only in his last letter which was received yesterday did he inform me to whom and where I am to send the monthly rent - Doctor Halloway - Salisbury Maryland - I believe Harry that this name appears on the lease - Perhaps you wrote Will yourself about it - but in case you have not you can send the rent to the above party

I thought I would mention Harry that last Saturday's check has not arrived as yet. It may be lost in the mail - so I thought I would tell you -

I want to try and get up to Orange shortly - as I want to have a talk with Father - Could you tell me whether he will be home Friday or Saturday?

With very kind regards from us both - I am

very faithfully -

T. A. E. Jr

[ATTACHMENT]

Harry

Write Tom, + say
4 dollars a month became
to be a very low rent,
if this is OK say that you
~~[illegible]~~ send the check
Each month to the
Landlord + he need not
bother over it. [illegible]
take it out of [illegible]
check — Y

Richard W. Kellow File
Storage Batteries and Electric Vehicles (1901-1911)

This folder consists primarily of agreements and proposed agreements involving Edison, the Edison Storage Battery Co., and other companies and individuals, along with related correspondence. Included are agreements with Herman E. Dick pertaining to the foreign exploitation of Edison's storage battery; letters regarding a proposed agreement with J. P. Morgan, Jr., for the promotion of the battery in Great Britain; and a valuation of the Edison Storage Battery Co. in 1909. Also included are agreements with Converse D. Marsh and with John M. Lansden, Jr., concerning the manufacture and marketing of electric vehicles in conjunction with Edison's battery. The documents are from envelopes 44, 46, 83, 84, 102, and 122.

[BY HERMAN ERNEST DICK]

February 1,1901.

Messrs. Pilling & Crane,

Girard Building,

Philadelphia, Pa.

Dear Sirs:-

Referring to your letter of January 29th last, to Mr. Edison, I beg to enclose copy of contract executed between Mr. Edison and myself. It is mutually understood and agreed among ourselves that you are to have the right to take $150,000 of the bonds, carrying $75,000 of the stock at par, as per contract. Upon immediate payment of $25,000 in cash, you are to receive an additional amount of stock when Company is organized of $25,000, par value. This payment is made subject to conditions named in contract, reciting the payment of $50,000.

Very truly yours,

Approved-

[ENCLOSURE]

Dated, February 1st, 1901.

THOMAS A. EDISON

- and -

HERMAN E. DICK.

A G R E E M E N T .

FILE ENVELOPE No. 44
CONTENTS No. 22
THOMAS A. EDISON (Personal)

CARY & WHITRIDGE,
Attorneys for
59 WALL STREET,
NEW YORK, N. Y.

[ENCLOSURE]

AGREEMENT made this first day of February, 1901, between THOMAS A. EDISON, of Orange, in the State of New Jersey, hereinafter called the Inventor, of the first part, and HERMAN E. DICK, of the City of Chicago, in the State of Illinois, hereinafter called His Agent, party of the second part

WITNESSETH:

WHEREAS the Inventor has for some years been engaged in perfecting certain inventions relating to storage batteries, upon which applications for letters patent of the United States have been duly filed; and,

WHEREAS the inventor is desirous of retaining the working said patents and the manufacture of the said storage batteries and accessories and appliances incidental thereto, and has requested His Agent to prepare a plan for the exploitation thereof and the raising of the necessary capital to accomplish the same; and

WHEREAS His Agent has agreed to undertake the preparation of a plan upon the terms hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

FIRST: The Inventor hereby gives and grants to His Agent the exclusive right and option to acquire, upon the terms hereafter set forth, all of the said inventions of the Inventor relating to the said storage battery, and the applications therefor now pending in the Patent Office of the United States, such option to continue until three months after the Inventor has completed his proposed tests and is able to demonstrate that the said storage battery is of less than one-half of the weight of the present storage batteries now in use, and that it is subject to no deterioration.

SECOND: In consideration thereof, His Agent agrees to pay to the Inventor, upon execution hereof, the sum of fifty thousand dollars in cash, which sum the Inventor

[ENCLOSURE]

agrees to repay to His Agent should he fail to be able to show that the proposed new storage battery will prove the conditions above stated, with interest at four per cent, in which case the option shall not be exercised.

THIRD: In case His Agent shall exercise the option, he shall be entitled to receive $50,000 in stock at par of the corporation to be formed as hereinafter set forth.

FOURTH: In case His Agent shall desire to exercise the option, he shall, within the period aforesaid, form, or procure to be formed, under the laws of whichever State shall be deemed most advantageous, a corporation with a capital stock of one million dollars. The corporation so formed shall have power to acquire said letters patent for the use of and to manufacture said inventions thereunder and the certificate of incorporation, by-laws and details of the organization of said Company shall be determined by mutual agreement, and before the organization of the said company the Inventor shall furnish to the promotor a list of his patents and applications.

FIFTH: Immediately upon the formation of the said company, the Inventor agrees forthwith to assign, transfer and set over to the company, by assignments in due form satisfactory to His Agent or his counsel, all the said applications for letters patent of the United States, and all the right, title and interest of the Inventor in and to the same, and to all improvements thereon, for a period of five years.

SIXTH: In consideration of such transfer, there shall be issued to the Inventor, or his assigns, full-paid capital stock of the company so to be formed to the amount of one million dollars.

SEVENTH: In order to provide funds with which to acquire a manufacturing plant and to equip the same with

[ENCLOSURE]

machinery, or to provide the company with necessary working capital, it is agreed that the corporation shall make an issue of its first mortgage six per cent bonds to the amount at par of $500,000, payable in fifteen years after date, reserving to the company the right to redeem the same or any part thereof on any interest date at one hundred and ten and interest, upon thirty days' previous notice thereof by publication. Bonds so paid to be drawn by the Trustee by lot.

EIGHTH: In order to render the said bonds readily marketable, the Inventor agrees that out of the stock to be received by him he will deliver to the purchasers of such bonds stock of the company to the amount of fifty per cent of the par of the bonds so subscribed and taken.

NINTH: The Inventor further agrees to deliver to His Agent, in satisfaction of the advance of fifty thousand dollars hereinabove referred to, stock to the amount of fifty thousand dollars as aforesaid.

TENTH: The persons towhom the aforesaid bonds are to be offered are to be mutually agreed upon by the Inventor and His Agent.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

In presence of:

J. F. Randolph
E. Jaques

Thomas A. Edison
Herman E. Dick

TAE HED

Clause third and Clause ninth of the within contract refer to the same $50,000 in stock, and it is mutually agreed by and between the Inventor and His Agent that the payment of $50,000 in stock at par by the Inventor to His Agent satisfies the advance of $50,000 in cash made to the Inventor by His Agent.

February 4th,1901.

Herman E. Dick, Esq.,

Dear Sir:-

Referring to Clause fifth in the Storage Battery Contract executed on February first, 1901, myself being the party of the first part and you the party of the second part, it is my understanding that the said fifth clause in said contract obligates me to assign said patents and applications for said storage battery patents to the proposed Company for all time, and in addition to such assignment I propose to give said Company without charge all my improvements thereon for a period of five years.

Yours truly,

X---------------------------X

A G R E E M E N T.

X---------------------------X

Between

CARY & WHITRIDGE

-and-

HERMAN E. DICK.

X---------------------------X

Dated February , 1901.

X---------------------------X

FILE ENVELOPE No. 44
CONTENTS No. 3
THOMAS A. EDISON (Personal)

AGREEMENT made this 6th day of February, 1901, between Gary & Whitridge, of No. 59 Wall Street in the City of New York, hereinafter called the Firm, party of the first part, and Herman E. Dick, of the City of Chicago and State of Illinois, party of the second part, WITNESSETH:

WHEREAS by agreement bearing date the first day of February, 1901, between Thomas A. Edison, therein called the Inventor, of the first part, and the said Herman E. Dick as party of the second part, said Edison agreed upon the terms therein expressed, to assign certain patents relating to storage batteries, to a corporation to be organized by the said Dick, and

WHEREAS the said Dick for the purposes of the said contract has applied to the Firm for a loan of $25,000, which the Firm has agreed to make upon the terms hereinafter expressed;

NOW THEREFORE, for a valuable consideration it is agreed as follows:

FIRST: The Firm agrees to advance to the said Dick upon demand the sum of $25,000 in cash.

SECOND: The said Dick agrees that in case he shall exercise the option as provided for in the agreement of February 1st, 1901, said Dick will deliver to the Firm or as it may direct, full paid capital stock of the Company to be formed as therein provided, to the amount at par of $25,000, in satisfaction and repayment of the said advance.

THIRD: In case the said Dick shall not exercise the option provided for in said agreement of February 1st, 1901, said Dick will upon ~~demand~~ repay to the Firm at its office, No. 59 Wall Street, in the City of New York, said sum of

$25,000 with interest from the date hereof to the date of such repayment, at four per cent per annum.

FOURTH: Said Dick further agrees that the Firm shall have the right to subscribe for the first mortgage bonds of the corporation to be formed in pursuance of the provisions of the said agreement, to the amount at par of $200,000.

IN WITNESS WHEREOF the parties have hereunto set their hands, the day and year first above written.

In presence of:

Henry H. Graff

Herman E. Dick

MEMORANDUM OF AGREEMENT, made between the Edison Storage Battery Company, a corporation organized under the laws of the State of New Jersey, party of the first part, and the several subscribers, whose names are hereunto annexed, parties of the second part and Thomas A. Edison, party of the third part.

WHEREAS, the party of the first part desires to borrow the sum of Five hundred thousand Dollars ($500,000.), to be secured by its mortgage bonds, and whereas the parties of the second part are willing to loan the said sum of Five hundred thousand Dollars ($500,000.).

NOW THIS AGREEMENT WITNESSETH: in consideration of the mutual covenants and agreements herein contained as follows:-

FIRST: The party of the first part agrees to deliver to the subscribers hereto the several amounts of its bonds set opposite their respective names, (as and when the subscriptions thereto shall be called and paid), said bonds to be secured by the first mortgage upon its plant and business and bearing interest at the rate of Six per cent (6%), the same to run fifteen years subject to rights of redemption as provided in said mortgage; and the mortgage securing the same shall provide that before any dividends shall be paid upon the stock of the Company during any fiscal year, Four per cent (4%) of the then outstanding bonds shall be paid or the sum necessary to pay the same set aside out of such

fiscal year's earnings.

SECOND: The subscribers hereto agree to take the several amounts of bonds set opposite their respective names upon the following terms and conditions:-

A.- The Company shall have the right to call as and when it may desire for the payment of any part of the amount subscribed. Such instalments to be called upon twenty days notice.

B.- Upon payment of each instalment the Company shall issue to the subscribers bonds for the amount of such call. The Company shall give to each subscriber upon the payment of the first instalment a certificate of stock in the name of the said subscriber to the amount of Fifty per cent (50%) of the amount of the principal sum subscribed for by him, which said certificate of stock shall be endorsed for transfer by said subscriber and deposited with the Treasurer of said Company, in escrow, and shall be redelivered to said subscriber three years from the date hereof, or upon the calling andpaying of One hundred per cent (100%) of his said subscription, if such call of One hundred per cent (100%) shall be made in less than three years from this date; provided such subscriber shall have complied with the terms of this agreement and shall make payment of the instalments as provided therein, if such instalments are not paid the whole or any part of the said stock may be forfeited by the Company. Said certificates of stock being part of the stock to be deposited with the Treasurer of said Company by Thomas A. Edison, as hereinafter provided. The redelivery of the certificates to each subscriber shall be

made as aforesaid irrespective of whether or not the entire amount subscribed shall be called within a period of three years from the date hereof.

C.- Any portion of said subscriptions which shall not be called for by the Company within a period of three years from the date hereof, shall be cancelled and all liabilities of the subscribers thereunder shall cease and terminate.

THIRD: Thomas A. Edison agrees to deposit with the Treasurer of the said Edison Storage Battery Company certificates for the Two hundred and fifty thousand Dollars ($250,000.), of stock above mentioned endorsed for transfer to the said subscribers for the purposes hereinabove set forth, and, in addition thereto, stock of the said Company, of the par value of Seven hundred thousand Dollars ($700,000.), owned by him; reserving to himself the voting power on all of said stock until the entire amount of the subscriptions hereto, which shall have been called, are paid. At such time or at three years from the date hereof, if at that time the entire amount of the said subscriptions shall not have been called, the said Treasurer shall redeliver to Thomas A. Edison the said certificates of stock of the par value of Seven hundred thousand Dollars ($700,000.).

FOURTH: During the period contemplated by this agreement, all dividends, if any, shall be paid to the parties in whose names the stock shall be registered,provided however, that any party of the second part who shall be in default, or who shall fail to comply with the terms of this

agreement, shall not be entitled to receive any dividend upon any of said stock which may be standing in his name.

The provisions of this agreement shall extend to and bind the personal representatives, successors and assigns of the respective parties hereto.

Orange, N. J. July 11th 1901.

Edison Storage Battery Co.

Attest
J. F. Randolph
Secretary.

Thomas A. Edison
President

Thomas A. Edison

F. W. Whitridge atty	20000
H. S. Wittmer	5000
W S Gilling	50.000
Thomas A Edison	$50,000
Walter S. Mallory	10000
Wm. Mulmerdine	50.000
Theron I. Crane	50,000
Ney B. Brown	100,000
Innes Gayley	25,000
C M Schwab	25,000
James Gaunt	5000
Marley Allison	15,000
Richd. N. Dyer	$5000.00/100

This agreement made this 17th day of July nineteen hundred and one by and between the "Edison Storage Battery Co." a corporation duly organized under the laws of the State of New Jersey and having its principal office in West Orange, Essex County, in said State, party of the first part and Thomas A. Edison Inventor, residing in West Orange Essex County, State of New Jersey party of the second part witnesseth.

Whereas the said party of the second part has invented a new and useful Storage Battery and several modifications thereof, and has applied to the Patent Office of the United States for patents upon the same, and the said party of the second part is still engaged in perfecting such battery or batteries.

And whereas the party of the first part is desirous of purchasing from the said partyof the second part, all of ~~his inventions~~ on Storage Batteries, which have already been made or which may be made during a period of five years from February first Nineteen hundred and one, and all right, title and interest in all applications for patents for Storage Batteries now pending in the United States Patent Office, and the patents when issued and all future applications for Storage Batteries which may be made during said period of five years within the United States.

Now this agreement witnesseth that for and in consideration of the sum of One Million Dollars ($1,000,000) of which sum One Thousand Dollars shall be cash and Nine Hundred and Ninety Nine Thousand Dollars ($999,000.00) in full paid non-assessable stock of the party of the first part, the receipt of which is hereby acknowledged by the party of the second part.

And the said party of the second part hereby

agrees to transfer and does hereby transfer all his right, title and interest in the said improvements on Storage Batteries within the Unites States to the party of the first part and all right, title and interest in and to the invention covered by the applications for patents for the Storage Batteries, filed in the Unites States Patent Office as per schedule hereto annexed, and all future improvements thereon in the United States made during the period of five years from February 1st, 1901.

And the said party of the second part further agrees that he will give a reasonable proportion of his time, in view of his other interests and engagements, towards perfecting the Storage Batteries now made and to be made, as well as any manufacturing devices therefor made during said period of five years and will sign all nemessary papers to carry out the intent of this agreement.

It is further agreed that all expenses in connection with the experimental work from February 1st, 1901 relating to these inventions and also expenses connected with the application for patents and the taking over of these patents is to be paid by the party of the first part.

IN WITNESS WHEREOF the party of the first part has caused this agreement to be signed by its President and Secretary and its corporate seal to be attached, and the party of the second part has hereunto set his hand and seal this 17th day of July 1901.

Edison Storage Battery Co.

Signed Sealed and delivered in the presence of :

By Thomas A Edison
President

Attest
J. F. Randolph.
Secretary

Thomas A Edison

List of Applications filed with the
United States Patent Office.

E. 1048 Reversible Galvanic Batteries, filed Oct. 31,1900
Serial No. 34,994.

E. 1049 Reversible Galvanic Batteries, filed Oct. 31,1900
Serial No. 34,995.

E. 1051 Reversible Galvanic Batteries, filed Jan. 8, 1901
Serial No. 42,514.

E. 1053 Reversible Galvanic Batteries, filed March 5, 1901
Serial No. 49,934.

E. 1054 Reversible Galvanic Batteries, filed March 5, 1901
Serial No. 49,935.

E. 1055 Reversible Galvanic Batteries, filed March 1, 1901
Serial No. 49,452.

E. 1056 Reversible Galvanic Batteries, filed March 1, 1901
Serial No. 49,453.

E. 1058 Depolarizers for Reversible Galvanic Batteries,
filed May 9, 1901, Serial No. 59,512.

E. 1059 Electrodes for Galvanic Batteries, filed May 17,1901
Serial No. 60,661.

1000
500

September 17,1901.

Mr. Randolph:-

Please credit check of $1,000. to Thomas T. Gaunt, 11 W. 36th Street,New York. Mr. Edison has agreed with Dr. Gaunt to let him have $5,000. on his subscription of $50,000. of the bonds. I have acknowledged receipt of Mr. Gaunt's letter. Please make out formal receipt and forward to Mr. Gaunt.

Yours very truly,

W.S. Mallory,V.P.
L.

To get 25 Shares stock

REFER TO THIS NUMBER
IN YOUR REPLY

923

MEMORANDUM

FRANK L. DYER,
ORANGE, N. J.

October 13, 1909.

Mr. H. F. Miller:-

I hand you herewith copy of letter to J.S. Morgan, dated November 10th, 1904, letter from J. P. Morgan dated August 31st, 1909, and three copies of the proposed agreement, to be made with the British Edison Storage Battery Company, Ltd., as soon as that company is formed, and providing the agreement is satisfactory to Mr. Morgan and his associates. Please file these papers away for safe keeping, so that if the agreement is approved it can be executed as soon as the British Company has been organized and the required percentage of its capital stock has been paid in.

F.L.D.

FLD/ARK.

[ENCLOSURE]

" Copy "

November 10th, 1904.

Messrs. J. S. Morgan & Co.,
London, England.

Dear Sirs:

I have just written a letter to Messrs. Morgan, Harjes & Co. Paris, in regard to the financing of a company which I wish to have formed in France for the exploitation of my Storage Battery, and would like you, if agreeable, to act in a similar capacity in connection with the exploitation of said battery in England.

My idea would be to form a company with a capital of $750,000. which capital should be subscibed for in cash at not less than 95% and shall be paid in by calls as needed for equipment, maintenance and operation of suitable factory or factories.

When said corporation is organized and its stock underwritten, I will make a contract with it granting the same the sole end exclusive and non-assignable license under all my storage battery patents in England and also under my patents and applications in said country for improvements which I may make on said Battery within ten years from the date of said contract. The license would also include patents in said country made by any of my assistants on said Battery which may be assigned to me. I will also transfer to the Company my license under British Patent No. which I now own.

In consideration of said contract and license agreement the Company will pay me or my assigns a royalty of sixty cents ($0.60) payable quarterly on each Edison Standard Cell of 18 plates (24 pockets per plate) manufactured during the life of any of said patents, and a corresponding royalty at the same rate per 18 plates

[ENCLOSURE]

on other Edison Cells which said Company may manufacture.

Out of the actual earnings of the Company after the payment of said royalty, the stockholders shall be paid a dividend of six per cent. on the invested capital and after the payment of said dividend any surplus earnings shall be distributed in the proportions of sixty per cent. to me or my assigns and forty per cent/ to the stockholders.

After all the patents shall have expired as contemplated in said license agreement the royalties shall cease, but the surplus earnings over and above six per cent. on the capital shall continue to be distributed as above provided.

I should wish the Company to agree not to increase its capital in order to consolidate with or purchase any other Company, nor sell the said contract or impair it in any way, nor to purchase or manufacture any other article than the Edison Storage Battery, nor to use its earnings for increasing the capacity of its plant, and also not to go into the business of renting batteries, nor to enter into any obligations beyond its capacity to pay therefor from its cash capital, without being authorized to do so by myself or my assigns.

The above restrictions being simply made for my protection, I have, therefore, no objection to the Company increasing its capital for extending its factory capacity or working capital.

I also favor the writing off yearly of ten per cent of the earnings for depreciation and sinking fund until it amounts to ten per cent of the capital invested.

The right too nominate and have elected one representative on the Board of Directors or Executive members of said Company shall

[ENCLOSURE]

be given to me or my assigns so long as the Company may exist.

The Company will agree not to sell Edison Batteries for export to any other country than England and her South African colonies nor, knowingly, to sell to persons, firms or corporations who do an exporting business out of said country unless with the express permission of myself or my assigns.

I will agree that in the sale of any rights under the Edison Battery Patents in any other country in the World to insert corresponding provisions in any license agreements, prohibiting exporation into England and her South African colonies.

I also desire the Company to consult and be guided by me or my assigns in the event of any patentsuit brought by or against the Company, the expense of such suits to be assumed half by myself and half by the Company.

I will agree to furnish at cost, drawings of any improved machinery for manufacturing the Batteries which I may make during the existence of said contract.

The contract in question will provide that there shall be an accounting as to profits, only to be determined by Public Accountants, and that the books of the Company shall at any time be open for inspection to me or my assigns upon reasonable notice. Provision will also be made for a report to me of the business done by the Company once a month. Finally, there will be the usual provision in the contract providing for its termination, without prejudice to any claim which I or my assigns may have against the Company, upon the failure of the Company to carry out the terms and conditions thereof.

To reimburse (at the rate of six per cent.) the interest accrued on the invested capital up to the time when the Company has

[ENCLOSURE]

been able to earn interest on said capital, I will agree to forego the payment to me of half of my royalties until accrued interest is paid up.

I also wish the Company to agree not to commence manufacturing operations, or incur expenses in connection therewith without my consent.

Kindly let me know within sixty days from the date if this proposition meets with your approval, in which case I will agree not to enter into any negotiations for the exploitation of my Storage Battery with any other party or parties before July 1st, 1905.

Yours truly,

[ENCLOSURE]

SEP 2 1909

23 Wall Street,
New York.

August 31st 1909.

My dear Mr. Edison,

Referring to our pleasant conversation the other day, I understood that you were going to give me further particulars in regard to the Battery which I could send over to London for their information. The particulars have not yet come to hand, and our friends in London would be glad to have them in order to arrange the best possible basis for going on with the business. May I ask you, therefore, to let me have the particulars at your earliest convenience.

Yours very sincerely,

J. P. Morgan, junr

T. A. Edison, Esq.,
Llewellyn Park,
Orange, N.J.

J. P. Morgan Jr.
c/o J. S. Morgan & Co.

[ENCLOSURE]

Sent to J.P. Morgan & Co

Curve 6A. shows the loss of capacity under a severe method of testing in the Laboratory to get quick results, between the old E. battery and the new A. battery. The old batteries were and are now used in several hundred delivery wagons, and had to have the nickel plate changed after their capacity had diminished to 70 % of the original. This would represent about 125 complete charges and discharges on the accelerating test on Curve sheet 6A; but in actual practice the old cells lasted very much longer.

The following is taken from the records of the best known firms which are using the old E cells.

	Vehicles	Up Keep Per Battery Year	Total Charges of Life
Adams Express	155	$68.	651
Aitken & Company : Vantine :	13	33.	1020
Tiffany & Co.	21	48.	1113
Hearne & Co.	14	30.	663
Macy & Co.	15	36.	639.

The variation in life and costs are due to more or less care in attending the battery and also to the amount of work. These vehicles are one and two ton delivery wagons.

It will be seen that in actual work the life of the old E battery is over five times that shown on the curve 6A. There is no reason why the new battery should not give five times the life shown on the same sheet; as all the defects which were in the old battery are removed.

It will be seen by the Curve that the battery has had 415 complete charges and discharges and is still seven percent higher than when it started. this would give 2000 charges & discharges before a renewal of plates, I only claim 1200.

The new battery is sold for double the price that the lead battery is sold for. This does not in the least effect our sales, as the radius of action of the lead battery is too small to meet the requirements of actual practice, and, in addition, the extra weight of the battery requires a more powerful wagon which is costly.

The lowest price for the chassis of a one ton delivery wagon is $1400.00, which figures out that for every pound of freight pulled, seventy cents must be invested in chassis. Hence, if 600 pounds extra of Lead Battery has to be carried, it must be done at an expense of $420.00, for chassis. Either that or the weight of freight carried must be reduced from 2000 pounds to 1400 pounds. In addition to this extra cost to the lead battery, making its initial cost equal to the Edison battery.

The dead weight of vehicle and battery has to be pulled around at an expense, again; there is the wear of rubber tires.

[ENCLOSURE]

Independent ofthe above the Lead Battery operated over a number of years in a vehicle would have to be sold for less than half of its present actual cost, on account of the great number of renewals necessary.

The figures given regarding costs and life were obtained from the firms mentioned, and I am sure they will verify the same if called upon to do so.
The curves are only for rated capacity
The cells have actually 30% greater capacity

Thos A Edison

[ENCLOSURE]

MACHINERY, TOOLS & FIXTURES
TO PRODUCE
500 CELLS PER DAY

		MACHINERY	SMALL TOOLS & FIXTURES	TOTAL
PRESS DEPT.				
6	Bliss Presses #19 @ $162.00	972.00	1515.00	
8	" " #21 @ $337.50	2700.00	1844.40	
1	" " #95½	1385.00	262.50	
2	Perkins " #8 @ $1050.80	2101.60	1500.00	
1	Bliss Shears	247.50		
3	Manville Presses @ $345.00	1035.00	390.00	
2	Drop Hammers @ $117.50	235.00	72.75	
1	Tumbling Barrel	50.00		
2	Can Bending Machines @ $188.30	376.60		
	Bending Fixture		7.50	
1	Gas Furnace & Blower	135.00	59.54	
5	Hydraulic Presses	4300.00	825.00	
	Countershafts, Hangers, Pulleys and Belting,	339.37		
		13877.07	6476.69	20353.76
ASSEMBLING DEPT.				
1	Hydraulic Depression Press	175.00		
1	Squaring Press (Edison)	35.00		
2	Side Welding Machines @ $183.40	366.80	60.00	
5	Top & Bottom Weld.Mch.@ $593.25	2966.25	180.00	
1	Autogenous Welding Outfit	1550.00	[illegible]	
	Sundry Tools		45.00	
		5093.05	285.00	5378.05
TUBE LOADING.				
150	Loading Machines @ $350.00	52500.00	59.85	
11	Closing In Machines @ $30.00	330.00	5234.63	
7	Reaming Machines @ $30.00	210.00	13.13	
26	Ringing Machines @ $185.00	4810.00	29.25	
5	Trimming Machines @ $30.00	150.00	270.00	
	Countershafts, Hangers, Pulleys and Belting,	686.80		
		58686.80	5606.86	64293.66
PERFORATING DEPT.				
12	Perforating Machines @ $315.28	3783.36	918.75	
29	Swedging Presses @ $212.50	6162.50		
2	Stock Winders @ $25.00	50.00		
12	Brushing Machines @ $375.00	4500.00		
6	Sawing Machines @ $45.00	270.00		
20	Strip Grind'g Mch. @ $616.00	12320.00		
12	Tube Drawing Mch. @ $1025.00	12300.00		
	Countershafts, Hangers, Pulleys and Belting,	2587.62		
		41973.48	918.75	42892.23

Carried Forward..........$132917.70

[ENCLOSURE]

	MACHINERY	SMALL TOOLS & FIXTURES	TOTAL
Brought Forward			132917.70
SCREW DEPT.			
6 LeBlond Milling Mch.@$373.00	2238.00	58.50	
1 Countersinking Mch.(Edison)	40.00	1.95	
1 Bench Lathe	125.00	1.88	
1 Speed Lathe	56.00	7.50	
Forming Fixture		22.50	
2 Manville Foot Presses @ $25	50.00	78.00	
Soda Tank		120.00	
2 Tapping Lathes @ $25.00	50.00		
3 Centrefuge, Am.Ldry Co.	427.50		
8 Drill Presses @ $168.75	1350.00	80.55	
8 Hand Screw Machines @ $310.00	2480.00	128.70	
2 Grinding Wheels @ $25.00	50.00		
12 Acme Auto Screw Mch. @ $1500	18000.00	809.25	
6 Pratt & Whitney Scr.Mch.@ $610	3660.00	15.75	
3 Morse Grinding Mchs. @ $525	1575.00	54.00	
Countershafts, Hangers, Pulleys and belting	1490.98		
	31592.48	1378.58	32971.06
IRON LOADING DEPT.			
6 Extracting Mch. @ $25.00	150.00		
" Fingers		324.00	
6 Pocket Loading Mch. @ $375.00	2250.00		
" " Moulds		900.00	
" " Tools		198.00	
6 Closing In Machines @ $100.00	600.00		
" " Tools		4.50	
2 Grooving Machines @ $40.00	80.00		
Fixtures for Sizeing		180.00	
Countershafts, Hangers, Pulleys and Belting	45.31		
	3125.31	1606.50	4731.81
FLAKE PRODUCING DEPT.			
Machy, Tools, Equipment	25786.89		
Solution Purifying Dept.	655.52		
	26442.41		26442.41
FLAKE SEPARATING.			
New System for Separating	6192.49		
6 Bliss Shears @ $284.50	1707.00		
Countershafts, Hangers, Pulleys and Belting	91.52		
	7991.01		7991.01
RUBBER TREATING DEPT.			
Material & Equipment	300.00		300.00
ANNEALING DEPT.			
Tools, Fixtures & Equipment	1559.38		1559.38
NICKEL HYDRATE DEPT.			
Grinding & New Wash.System	1825.00		
Tools & Fixtures for Ni.Hydr.		395.25	2220.25
NICKEL PLATING DEPT.	9353.74		9353.74
			$ 218487.36
			136000
			354487.36

Power House { 750 KW Engine with Dynamo & boilers at $100 per KW complete 75000
{ Motors & Main shafts in factory 12000

Setting up Machinery 15000.

$171000 of machinery being special add profit to mfr at 20% 34000

136000

7000 ft floor space required outside Power station —

[ENCLOSURE]

October 13,1909

J. P. Morgan, Jr., Esq.,
c/o Messrs. J. S. Morgan & Co.,
London, England.

My dear Sir:-

Enclosed I beg to hand you a copy of a proposed agreement which I am prepared to execute when the British battery company is formed for the purpose of exploiting my improved storage battery in England. I have followed as closely as possible the proposition outlined in my letter of November 10th, 1904, to Messrs. J. S. Morgan & Company. The royalty of sixty cents per cell on cells of the A-4 type is in reality considerably less than the royalty mentioned in the original proposition, for the reason that the capacity of the A-4 cell would be very much higher than the old E-18 cell. I make this concession to you, however, because the same concession was made to the German Company.

Let me know if this proposed agreement is acceptable to you.

Yours very truly,

Enc.

[ENCLOSURE]

A G R E E M E N T

BETWEEN

THOMAS A. EDISON,

- and -

BRITISH EDISON STORAGE BATTERY COMPANY, LIMITED.

Dated 1909.

FRANK L. DYER
COUNSEL
ORANGE, NEW JERSEY

[ENCLOSURE]

AGREEMENT made this day of in the year one thousand nine hundred and , by and between THOMAS A. EDISON, of Llewellyn Park, Orange, New Jersey, hereinafter referred to as "said Edison", party of the first part, and the BRITISH EDISON STORAGE BATTERY COMPANY, LIMITED, hereinafter referred to as "said Company", party of the second part:

WHEREAS, the said Edison has invented an improved storage battery and is the owner of a large number of British patents thereon; and

WHEREAS, said Company has been formed in order to exploit the said storage battery within Great Britain and her South African Colonies with a capital stock of one hundred and fifty thousand pounds ,Sterling (£150,000) which capital has been subscribed for at not less than ninety-five per cent (95%) of par, and upon which the first instalment of twenty-five per cent has been paid in cash, the remaining seventy-five per cent to be called by the Board of Directors as needed.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

FIRST: Said Edison hereby grants to said Company the sole, exclusive and non-assignable license under all of his said storage battery patents in Great Britain, and also under any patents relating to storage batteries to be granted to, and under any applications for such patents to be made by said Edison within ten years from the date of this

[ENCLOSURE]

agreement. This license shall also include patents and applications in Great Britain made by any of said Edison's assistants relating to storage batteries which may be assigned to said Edison within the said period of ten years. The following are the existing British patents under which the said license is hereby granted:

No. 2,490, of February 5, 1901, STORAGE BATTERIES;

No. 10,505, of May 21, 1901, STORAGE BATTERIES;

No. 20,072, of October 8, 1901, ELECTRICAL ACCUMULATOR;

No. 322, of January 6, 1903, IMPROVEMENTS IN STORAGE BATTERIES AND IN APPARATUS EMPLOYED IN THE MANUFACTURE THEREOF;

No. 26,948, of December 10, 1904, STORAGE BATTERIES;

No. 26,947, of December 10, 1904, METHOD AND APPARATUS FOR CLEANING METALLIC SURFACES;

No. 26,949, of December 10, 1904, CONTINUOUS APPARATUS FOR NICKEL PLATING;

No. 1,924, of November 2, 1905, ELECTRODE FOR STORAGE BATTERIES;

No. 1,925, of March 30, 1905, STORAGE BATTERY ELECTRODE;

No. 1,926, of March 30, 1905, PROCESS OF MAKING METALLIC FILMS OR FLAKES;

No. 1,927, of March 30, 1905, ELECTRODE MASS FOR STORAGE BATTERIES AND PROCESS OF FORMING THE SAME;

No. 1,928, of April 28, 1905, STORAGE BATTERY ELECTRODE;

No. 1,929, of January 25, 1906, TAMPING MACHINE;

No. 1,671, of December 5, 1905, PROCESS OF MAKING METALLIC FILMS OR FLAKES;

No. 401, of May 10, 1907, ELECTROLYTES FOR ALKALINE STORAGE BATTERIES;

No. 15,362, of February 6, 1908, METALLIC FILMS AND PROCESS OF PREPARING THE SAME.

[ENCLOSURE]

SECOND: In consideration for the granting and transfer of such licenses, said Company agrees to pay to said Edison, his heirs, legal representatives or assigns, a royalty of sixty (60) cents United States currency on each standard Edison storage battery cell of the type known as the "A 4 cell", containing four positive and five negative plates. For other Edison storage battery cells manufactured by said Company, the royalty payable to said Edison shall bear the same proportion to the above royalty of sixty cents per cell as the capacity of such other cells shall bear to the capacity of a standard "A 4 cell"; that is to say, if the Company shall manufacture cells having one-half the capacity of a standard "A 4 cell" the royalty payable thereon shall be thirty (30) cents for each of said cells, and if it manufactures cells having double the capacity of a standard "A 4 cell" the royalty payable thereon shall be one dollar and twenty cents ($1.20) for each of said cells. After all of the patents have expired, the royalties shall cease.

THIRD: It is mutually agreed by and between the parties hereto, that the said Edison shall further participate in the surplus earnings of said Company upon the following basis:

Of the actual earnings of said Company in each and every fiscal year, after the payment of the said royalties to the said Edison, the stockholders shall be paid an annual dividend of six (6%) per cent upon the invested cash capital, which said dividend shall be cumulative, and after the payment of the said dividend, any surplus earn-

[ENCLOSURE]

ings shall be distributed in the proportion of sixty per cent (60%) to said Edison, his heirs, legal representatives or assigns, forty per cent (40%) remaining at the disposal of the said Company. It is however understood and agreed that no distribution of surplus earnings shall be made until all accumulated dividends at the rate of six per cent (6%) per annum shall have been first earned. Such distribution of any surplus earnings shall be made within ninety days after the end of each and every fiscal year of said Company, and for the purpose of such distribution there shall be an annual accounting, made by public accountants of the business done by said Company in each year.

The above participation of said Edison in the surplus earnings of the Company shall remain in force during the life of said Company. The payment of the royalties above provided for shall be made quarterly. All amounts due the said Edison shall be payable at his discretion either in London or in New York.

FOURTH: The said Company hereby agrees and covenants not to make any of the following transactions unless directly authorized to do so by the said Edison or his heirs, legal representatives or assigns:

(1) To increase its capital in order to consolidate with or purchase any other company.

(2) To sell or transfer or in any way impair the rights acquired by the present agreement.

(3) To use its earnings for increasing the capacity of its plant or to put in reserve more than ten per cent of its net earnings, but the said Company may increase its capital stock for extending its factory capacity or working capital without the consent of the said Edison.

[ENCLOSURE]

(4) To purchase or manufacture any other article than the Edison Storage Battery.

(5) To go into the business of renting batteries.

(6) To enter into any obligations beyond its capacity to pay therefor from its cash capital.

FIFTH: The said Company hereby agrees that the said Edison shall have the right to nominate and have elected one representative on the Board of Directors or Executive Members of said Company so long as the said Company may exist.

SIXTH: The said Company further agrees not to sell Edison batteries for export to any other country than Great Britain and her South African colonies, nor knowingly to sell Edison storage batteries to persons, firms or corporations who do an exporting business, unless with the express permission of said Edison or his legal representatives or assigns. Said Edison for his part agrees that in the sale of any rights under the Edison Storage Battery patents in other countries, he will insert corresponding provisions in any license agreements, prohibiting exportation into Great Britain and her South African colonies.

SEVENTH: The expense of any law suits or other legal proceedings brought by or against the Company and involving the right of said Company to exploit the patents aforesaid, shall be equally divided between said Company and said Edison. Said Company shall consult and be guided by the said Edison, his legal representatives or assigns, in the event of any patent suit brought by or against said Company, and in every such case said Edison shall be en-

[ENCLOSURE]

titled to employ special counsel to follow his own instructions and to control the suit in collaboration with the counsel of said Company.

EIGHTH: Said Edison will furnish at cost to said Company, drawings of any improved machinery for manufacturing the batteries which he may make during the existence of the present contract. Until suitable facilities are provided by said Company for manufacturing the active chemical materials necessary for the battery, said Edison will furnish said chemicals to said Company at a profit of twenty-five per cent (25%) over and above actual cost.

NINTH: It is mutually agreed by and between the parties hereto that until the said Company is on a substantial basis as a going concern, that is, until such time as it is paying expenses and fixed charges, the said Edison shall have entire technical control of said Company, shall decide what manufacturing operations are to be carried on, by whom and in what manner the manufacturing shall be performed, whether any factory shall be constructed, and, if so, the location and the mode of construction and capacity thereof, and all drawings and plans shall be subject to his approval. A report of the business done by the said Company shall be made to said Edison each month during the entire life of the said Company, and the books of the Company shall be open for inspection to the said Edison, his legal representatives or assigns, at any time upon reasonable notice. Said Company agrees not to commence manufacturing operations or to incur expenses in connection therewith without the consent and approval of the said Edison, his legal representatives and assigns.

[ENCLOSURE]

TENTH: The said Edison hereby agrees that the said Company may, if permitted by British law, pay interest at the rate of six per cent (6%) on the invested capital up to the time when the Company is able to earn interest thereon, and the said Edison, for himself, his legal representatives or assigns, agrees to temporarily suspend the payment to himself, his legal representatives or assigns, of one-half of his royalty above provided for until accrued interest at the rate of six per cent (6%) per annum upon the invested capital has been earned by said Company. It is however distinctly understood that as soon as accrued dividends at the rate of six per cent (6%) per annum shall have been earned by the said Company, the full royalties herein provided for shall thereafter be paid, it being only the intention of said Edison to assist said Company during its preliminary operations.

This agreement shall terminate upon failure of said Company to carry out any of the terms and conditions hereof, but without prejudice to any claims which the said Edison, his heirs, legal representatives or assigns may have against the said Company, and in the event of such termination the licenses herein granted shall likewise terminate and be canceled, and shall thereafter be without force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

Witnesses to the signature
of Thomas A. Edison.

BRITISH EDISON STORAGE BATTERY COMPANY, LIMITED,
By

Attest:

Jan. 28, 1910.

Messrs. J. P. Morgan & Co.,

New York City.

Gentlemen:

In connection with the Battery Company for England, my Engineers have been for many weeks making estimates of machinery and tools for manufacturing 500 cells per day of 10 hours (excepting one department, which must work 20 hours), including power station, with allowance of a reasonable profit to the manufacturer for all machinery, etc., which cannot be purchased in the open market. The actual money necessary is $354,000.00. This does not include buildings, as it will be best to rent a factory at first, but does include cost of placing the machinery within an ordinary factory building.

Chemical Works for manufacturing the active material is not included. The American works will manufacture this material for the English Company on the basis of cost plus 15% for profit. A great reduction in cost will thus be made in overhead expenses and enable us to supply the English Company for less than they can make it themselves, and they also obtain the advantage of the very low price for which I get my metallic nickel, due to a long contract I made with the Nickel Trust while Mr. Schwab was its President. However, if at any time in the future the English Company desire to manufacture the active material themselves, they are at liberty to do

and I will sell the surplus machinery used on their work for just what it cost.

I advise that the Company have a capital of one million dollars, so that they can carry their stock in course of manufacture and give the customary credits.

I believe I can get a manufacturer to bid on making and installing the special machinery and possibly one who will contract to set up and operate the whole factory and turn it over as a going concern if the buildings are provided.

It might be well that some person of business ability be selected to investigate the whole venture, as a commercial proposition, before any money is ventured.

As to the technical part, that is subject to exact knowledge.

I should prefer that this be done, as I find it very pleasant to be associated with people who have as much faith in a thing as myself.

Our factory here is just getting in working shape. Our output is 200 cells daily and is gradually being increased to 500.

We are many thousand cells behind our orders, and the profit, notwithstanding our large overhead expenses at present, is about one dollar per cell, which will go to $2.50 @ $2.60 when we reach 500. This I consider rather good, when we know the vast field for improvement in the cost of production.

If any further information is desired, address me at Fort Myers, Florida, till April 1st, where I spend my yearly vacation.

Yours very truly,

J. P. Morgan & Co

~~J. P. M.~~ Jr Gentlemen

In connection with the proposed battery My Engineers have been for many weeks making estimates of Machinery & tools for Manufacturing 500 Cells per Day of 10 hours (excepting one dept which must work 24 hours) including power station — with allowance of a reasonable profit to the manufacturer for all machinery etc which cannot be purchased in the Open Market, The actual money necessary is $354.000 This does not include buildings as it will be best to rent a factory at first, but does include Cost of placing the machinery within an ordinary factory building

Chemical Works for manufacturing the active material is not included, The American works will manufacture this material for the English Co on the basis

of cost plus 15% for profit — This great reduction in cost will be made in overhead Expenses & enable us to supply the English Co for less than they can make it themselves & they also obtain the advantage of the very low price for which I get my metallic nickel due to a long Contract I made with the Nickel Trust while Mr Swab was its president — However if at any time in the future the English Co desire to manufacture the active material themselves, they are at Liberty to do so & I will sell the surplus machinery used on their work for just what it cost —

I advise that the Co should have a Capital of One Million dollars so they can carry their stock in course of manufacture & give the Customary Credits

I believe I can get a manufacturer to bid on making & installing the special machinery & possibly one who will contract to set up & operate the whole factory & turn it over as a going concern if the buildings are provided —

It might be well that some person of business ability be selected to investigate this whole venture as a commercial proposition before any money is ventured.

As to the technical part, that is subject to exact knowledge —

I should prefer that this be done as I find it very pleasant to be associated with people who have as much faith in a thing as myself —

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We are many thousand cells behind our orders, & the profit notwithstanding our large overhead expenses at present is about 1 dollar per cell, which will go to $2.50 @ 2.60 when we reach 500. This I consider rather good, when one knows the vast field for improvement in the cost of production —

If any further information is desired address me Myers Fla till April 1st where I spend my yearly vacation

THE BATES ADVERTISING COMPANY
OFFICE OF
CONVERSE D. MARSH
CHAIRMAN EXECUTIVE COMMITTEE
15 SPRUCE ST. NEW YORK
ENTRANCE TO OFFICE FLOORS 5th STORY

Telephone Numbers
4420
4421 } Beekman.
4422

June 4, 1910.

Thomas A. Edison Esq.,
Orange, N.J.

Dear Sir:-

Referring to plan drawn up by Converse D. Marsh, which is attached, we hereby agree to carry out same at a price of ~~Fourteen~~ Six Thousand Dollars, (~~$14,000.00~~ $6000) should you desire us to execute it. All copy and proof to be submitted for your final approval.

Very truly yours,
THE BATES ADVERTISING COMPANY,
Philip Kobbé
First Vice President.

PK-B

[ENCLOSURE]

THE CONVERSE D. MARSH COMPANY
15 SPRUCE STREET, NEW YORK

May 20, 1910.

Thomas A. Edison Esq.,
Orange, N.J.

Dear Sir:-

For a year's campaign to wake up the Central Stations to the tremendous new field in Electric Trucks and Electric Automobiles, made possible by the perfected Edison Battery and the Lansden Wagons, I submit the following:-

P L A N.

First: A. Converse D. Marsh to give personal supervision. to (a) campaign to produce "sample sales" of Lansden Wagons. A campaign with Central Stations to get them to realize the widespread importance of the Electric Truck business, and to induce them to get first-hand information on such an important subject by sending a special salesman to Orange and Newark to receive proper education from you and your organization. This will include the Central Station starting a Truck Dept. in which of course, we will try to have the Lansden Wagons figure exclusively.

B. A constant stream of publicity in the technical press

C. A confidential statistical and informative circular issued monthly to Central Stations telling them what other Central Stations have done. Where Truck departments have been formed. This sheet to be gotten up in a very official-looking style, with no pictures or anything of that kind. This confidential circular will only be sent to Central Stations who start Truck Depts. but the other Central Stations will be told of it in an endeavor to get them to start Truck Departments.

D. The Edison Battery House Organ to be sent to all Central Stations monthly giving the latest information.

[ENCLOSURE]

E. Follow-up campaign of letters and printed matter details of which we give on another sheet.

F. Special personal work by C.D.M. with the big syndicates in New York, for which no charge will be made.

G. As a tentative suggestion, C.D.M. to go on the road and see the larger Central Stations himself, and besides these, the big syndicates in Philadelphia Boston and Chicago. Per diem charge (see page 3)

<u>Second</u>.

A proposal that one salesman visit the large Central Stations instead of employing two for the first year, and confine this salesman's work to the <u>larger</u> cities and towns of which there are 448 in the Eastern Central and large Central Western states. He would also visit any smaller towns which looked promising after correspondence.

I have figured on a high class salesman capable of properly impressing the Central Stations. The cost of this whole campaign would be approximately $20,000 for one year. In addition to this I have figured on my own personal services as a salesman on the road to do ten days personal work among the larger Central Stations and syndicates. This is not comprehended in my <u>managing</u> the campaign. I charge for my services, while traveling on the road, $250. a day and expenses, but where I have a retainer on a yearly basis, I cut the per diem fee in two. The cost to you would therefore be at $125. per day and expenses.

If you do not desire to expend this amount of money, you can of course reduce it at any point you elect.

[ENCLOSURE]

If I go out myself, I shall expect to secure some orders for Lansden Wagons.

EXPENSE OF FIRST YEARS CAMPAIGN ON CENTRAL STATIONS FOR EDISON BATTERY AND LANSDEN WAGONS.

Retainer for C.D.M.	$6,000
One salesman	5,000
Salesman's expenses	3,000
12 letters to 2,000 Central Stations with handsome booklet enclosures,	2,400
1 piece of unusual printed matter to 2,000 Central Stations	200
4¢ postage on letters	960
Postage on printed matter	20
Monthly confidential statistical circular 500 editions at $10 per mo.	120
Monthly house organ two colors	1,200
Postage on same	240
Incidental and special expenses for special work as campaign develops	860
TOTAL	$20,000

Special proposition of ten days road work by

C.D.M. at $125.	$1250.
Expenses estimated,	200.

[ENCLOSURE]

THE FOLLOW-UP CAMPAIGN FOR THE CENTRAL STATIONS.

First letter:

A personal announcement letter from Mr. Edison which explains the enormous possibilities for the Central Station by the development of the Trucking business, and how, without increasing the investments, Central Stations can double and treble ~~your~~ present income. This is such an important matter to the Central Stations, meaning more than the supplying of power to the trolley roads, the big isolated plants, et.c. That Mr. Edison urges upon them the necessity of appointing a special salesman to look out for this class of work, and Mr. Edison further offers, if the Central Station will send such a representative on to Orange to devote his time and that of his organization to giving the Central Stations' representative the proper education and showing him just how the business can be secured. With this letter will be enclosed a booklet of impressive statistics showing what the Trucking business amounts to, and how it is bigger than the entire freight business of the Steam roads of America. The booklet will also show why it has not been possible until now to develope this enormous earning capacity for the Central Stations. (it would be very important to do this latter if the large majority of the Central Stations are to be properly impressed).

[ENCLOSURE]

Second Letter.

Another letter from Mr. Edison in which he offers to send a member of his engineering staff to the town to properly compute the possible earnings from trucking business. The engineer to go on to prepare all the data etc. etc. at Mr. Edison's expense. Enclosed with the letter would be a booklet showing the interior of a Central Station in a town of 10,000 inhabitants, when all the trucking is done by electric trucks. This would show a long line of generators, and be quite impressive to the little fellow. Next would come a view of possible Central Stations which had under its control charging of the Electric trucks in a city of 50,000 inhabitants, and last would come a view of a Central Station in New York City under the same conditions. This booklet would be a "stunner" and would really be a considerable factor in waking up Central Stations to the possibilities.

Third Letter.

This would be a letter from the Manager of the Edison Storage Battery Company showing that the possibilities in Electruc trucking had not been overdrawn, and citing the tremendous growths of the electric business itself and the predictions that Mr. Edison made

[ENCLOSURE]

of it and how they have been more than fulfilled. Show in this letter, (and a small printed enclosure can go with it), just what happened, for instance in New York on Pearl Street. The baby apparatus they started with, and what the business is today, etc., etc.

Fourth Letter.

This would be a letter from the Lansden Wagon Company telling what they have done, and why they have been successful where others have failed in the Electric wagon business. How they have paid attention to design, elasticity etc. of the frame and correct engineering all the way through, where other electric trucks have been hastily thrown together trying to meet an immediate demand without engineering intelligence. This letter would recite how every Lansden Wagon ever put in commission could be referred to, how every one of them was running successfully today and the oldest ones were eight years old, etc. etc.

Fifth Letter.

This should be another personal letter from Mr. Edison to the Central Stations, telling how to do in one year what would otherwise take five years, by starting right and starting actively now. Let Mr.

[ENCLOSURE]

Edison mention about the Lansden Wagons and how a broad policy will be maintained by giving to other manufacturers of trucks, Blue Prints of all the plans of the Lansden Wagons, so they can in the future benefit by Lansden fore-handedness. A few tactful words should then be put in as to why the Lansden Wagons are superior,

Sixth Letter.

This is a letter from the Manager of the Edison Storage Battery Company to the Central Stations. It has a small enclosure with it making an analysis of earnings and showing the size of dividends possible from charge trucks and electric pleasure vehicles without any additional investments. Some specific reference to work already accomplished and an estimate would be made on earnings from

20	one-ton	trucks
10	two-ton	"
1	five-ton	"

and automobiles thereof. It might be well to split up this letter according to the size of towns and make the direct reference to the number of trucks

Seventh Letter.

This is another letter from the Manager of the Lansden Truck Co. telling what local merchants save by using

[ENCLOSURE]

Electric Trucks, and a booklet would be enclosed showing how Lansden Company would co-operate to help get the business, sending a member of their staff out if necessary.

Eighth Letter.

This would be a new catalogue sent out with Mr. Edison's card, filled with figures and data on commercial trucking, and especially calling attention to the difference between the electric trucks and gasolene trucks. How the large use of gasolene trucks is prohibitive by the increased price of gasolene and giving a practical talk on truck and battery combined.

Ninth Letter.

A letter from the Lansden Company suggesting ways and means of the Electric Light Co. going into the Trucking business -- that is, selling trucks, and possibly forming a separate company to do the business; but the company to be financed by the Central Station, in order that they keep their hands on the charging business and not let isolated plants get it. This letter would also tell about recent sales to central stations by the Lansden Company.

[ENCLOSURE]

Tenth Letter.

This would be a letter from the Manager of the Edison Storage Battery to the Central Stations telling how trucks with lead batteries which had been a failure, could be made over and made practical and satisfactory to the customers by putting in the Edison battery instead of the lead battery. This would be a very important letter and will aid in the sale of a great many batteries on trucks which have already been equipped with lead batteries. In this letter would be sent blanks for the Central Stations to fill in, giving the name of every horse truckman in town, and on a separate sheet the names of those who have electric trucks. Get the central Station to fill out the names which they will readily do. Look out to word letter so Central Stations will not think you will injure present business where trucks running satisfactorily

Eleventh Letter.

This would be a letter to every truckman in town. In the estimate I have simply put this down as a 2,000 list, but of course it would run in the many thousands, the difference in price being taken care of by the allowance of $860.

Twelfth Letter.

This would be a letter from the Manager of the Edison Storage Battery Co. urging upon Central

[ENCLOSURE]

Stations their co-operation in getting after the truckmen in the town and sending a copy of the letter sent to the truckmen. I would also advise a novelty piece of printed matter -- something entirely different from anything seen before -- to send the Central Stations by the Lansden Co. Graphically illustrating the growth of the electric truck business.

As a tentative suggestion I believe it would be possible to form among local companies of local capitalists inlcuding the officers of the Central Stations themselves, to do local trucking on the co-operative plan for baggage etc. as well as furnishing a service for the smaller stores for delivery in different parts of the town.

[ENCLOSURE]

SUGGESTED USES FOR EDISON STORAGE BATTERY.

Electric Autos,
Electric Trucks
Sparking Batteries for gas autos.
Sparking batteries for stationary gas engines
Sparking batteries for motor boats
Lighting for boats and yachts.
Lighting gas autos.
Isolated country plants
Telegraph companies
Telephone companies
Railway interlocking switch and signal
Lighting and steam railway cars
Running street cars
Wireless apparatus
Dental and surgical
Fire alarm signals
Medical and X-ray work
Portable lighting
Labratory work
Small motor work.

These having nothing to do with Central Station plan other than to show that I have tried to show a comprehension of the Storage Battery subject by an attempt at this ~~al~~ analysis

[illegible]

THE CONVERSE D. MARSH COMPANY
15 SPRUCE STREET, NEW YORK

June 7th, 1910.

Thomas A. Edison Esq.,
Orange, N.J.

Dear Sir:-

In accordance with our understanding, I now make application to you to be retained for a period of one year as Selling Counsel in your Storage Battery and Lansden Trucks business.

My salary is to be the sum of Six Thousand Dollars ($6,000.00) for the year, to be paid in twelve equal monthly installments, but it is understood that the arrangement can be terminated at the expiration of three months by the payment of $4000, including monthly payments previously made.

In case you desire me to do any traveling such as indicated in the attached plan, additional compensation is to be paid me at the rate of $125. per day and expenses.

I attach copy of the plan, to which I am to give my professional attention, or other plans approved by you.

This letter is sent in duplicate. Acceptance by you will constitute an agreement between us, to employ me as Selling Counsel as above.

Very truly yours,

CDM-B

Accepted by

Thos A Edison

REFER TO THIS NUMBER IN YOUR REPLY

1616

MEMORANDUM

FRANK L. DYER,
ORANGE, N. J.

1/2 to Lansden 1/2 SBCo

Mr. H. F. Miller:

6/8/10.

I hand you herewith contract made yesterday with Mr. Converse D. Marsh, under which we agree to pay him $6,000.00 per year at the rate of $500.00. He is to take charge of an advertising campaign for the Lansden Company. If his services are unsatisfactory, we have the right to terminate the arrangement at the end of three months by paying him $4,000.00, inclusive of any monthly payments that may have been made up to that time.

FLD/IWW

F. L. D.

Enc-

REFER TO THIS NUMBER IN YOUR REPLY
1730

MEMORANDUM

FRANK L. DYER,
ORANGE, N. J.

Mr. H. F. Miller: 7/27/10.

I hand you correspondence with Mr. Marsh, which I wish you would file away with the original contract, in case any question comes up as to the present work he is doing. I was afraid that he might make some sort of a claim for expert compensation and therefore wrote him so as to make the matter clear.

FLD/IWW

F. L. D. Dyer

Enc-

[ENCLOSURE]

July 22, 1910.

Converse D. Marsh, Esq.,
15 Spruce Street,
New York, N.Y.

My dear Mr. Marsh:-

When you told me yesterday by telephone that you expected to debate with Mr. Blizzard the merits of the Edison battery as against the Exide battery, I was opposed to the idea, but did not want to pass judgment on the matter offhand and preferred to take it up with Mr. Edison. This I have done and he agrees with me that this would be a most unwise thing to do and I must request, therefore, that the matter be dropped. Not knowing exactly what the work was that you were doing in New York or what your status was, I mentioned this matter also to Mr. Edison and he tells me that what he wants you to do is to circulate generally around among people who might be interested in the battery and endeavor to cultivate that interest. Is this your understanding of the situation?

I take it for granted that the work you are doing comes under the head of Selling Counsel, as covered by the contract of June 7th. Let me know if this is so, in order that there may be no misunderstanding on the point.

Yours very truly,

FLD/ARK.

Vice-President.

[ENCLOSURE]

THE CONVERSE D. MARSH COMPANY
15 SPRUCE STREET, NEW YORK

July 25, 1910.

Frank L. Dyer, Esq.,
Vice President,
Edison Storage Battery Company,
Orange, New Jersey.

My Dear Mr. Dyer:

Answering yours of the 22nd:

Immediately I saw that you objected to my debating with Mr. Blizzard the merits of the Edison and Exide Batteries, I dropped the matter completely until we had an opportunity for conference.

I assumed no foolish position. You may remember that I told you over the telephone that when the suggestion was made that I take part in a controversy with Mr. Blizzard, I met the suggestion by saying that, if he did, I was not up on the technical details and expected to be allowed the privilege of having an Edison Battery Engineer with me.

I am "circulating" generally and I hope I am also stirring up some interest.

You are correct: the work I am doing comes under the contract made on June 7th. There is no extra charge for any of my personal work so long as it does not call me out of New York, in which is included my visits to Orange.

Yours very truly,

Con Marsh

CDM-CS

REFER TO THIS NUMBER IN YOUR REPLY

1545

MEMORANDUM

FRANK L. DYER,
ORANGE, N. J.

Holden

October 21, 1910.

Mr. Churchill:-

Regarding my letter to Mr. John M. Lansden, Jr., of August 31st, 1908, which I return herewith, please take up the matter with Mr. Harry F. Miller and ascertain if he has carried out all of his obligations, and if so I will transfer the stock now held by me as Trustee to Mr. Edison. When you do this I will take up the matter with Mr. Edison and ascertain whether he wishes to have Mr. Lansden continue as general manager.

F. L. D. Dyer

Oct. 21. 1910.

FLD/ARK.

Mr. Dyer: Mr. Miller reports that Lansden has carried out the terms of your letter. C. C.

[ENCLOSURE]

Legal Department.

Telephone 907 Orange.
Cable Address "Edlegal, Orange."

Thomas A. Edison.
National Phonograph Co.
Edison Business Phonograph Co.
Edison Manufacturing Co.
Bates Manufacturing Co.
Edison Storage Battery Co.
Edison Portland Cement Co.

Frank L. Dyer, General Counsel.

Orange, N.J. August 31, 1908.

Mr. John M. Lansden, Jr.,

Newark, N. J.

Dear Sir:

As Mr. Edison is away and will not return until after September 1st, 1908, and it appears desirable that the change in the affairs of The Lansden Company, which we have already fully discussed, should become effective on that date, I suggest that you transfer to me as trustee the stock of The Lansden Company ($30,000) in order that the business may be taken over on September 1st. If, after Mr. Edison's return, the arrangement is not put through as we expect it to be, I can return the stock to you and the whole matter can be called off.

The following is a brief summary of my understanding of the general arrangement which is to be made between you and Mr. Edison, but its final carrying out is, of course, subject to Mr. Edison's ratification upon his return, because I am not authorized to definitely bind him in the matter:

You and your brother David S. Lansden to assign all the stock of The Lansden Company ($30,000) to me as trustee with power to transfer four shares to directors to qualify them. This

[ENCLOSURE]

August 31, 1908.

to be done to protect you until your stock is fully paid for, at which time I shall be free and I hereby agree to transfer it to Mr. Edison or his nominee.

The $2500 paid on July 13, 1908 and the $2500 paid on August 25, 1908 to The Lansden Company by Mr. Edison are to be considered as loans to The Lansden Company and shall be repaid to Mr. Edison by that Company at whatever time is agreeable to Mr. Edison.

Mr. Edison shall pay to you and your brother on a basis of $35,000 for the stock of The Lansden Company if the condition of the affairs of that company is the same on September 1, 1908 as is shown by your report of June 30, 1908. On that assumption $27,000 shall be paid to David S. Lansden, namely, $10,000 in cash and the balance in four equal promissory notes of $4,250 each or $17,000 as the amount of all the notes, these notes to mature respectively three, six, nine and twelve months after September 1, 1908, and to bear interest at 5% per annum. The $10,000 in cash can be paid immediately, but with the distinct understanding that if the deal is not consummated, I shall not be required to retransfer the stock to you and your brother until the money is repaid to Mr. Edison, and satisfactory arrangements made with respect to the payment of the two loans of $2500 each, above referred to.

The remainder of the purchase price (or $8000, if the

[ENCLOSURE]

August 31, 1908.

Mr. John M. Lansden, Jr.

total purchase price is $35,000) shall be paid to you in cash or notes, at Mr. Edison's option, at the time of settlement with Mr. Edison. You shall give the representatives of Mr. Edison ample opportunity of learning the condition of the business of The Lansden Company on September 1, 1908, in order that a corresponding report as of this latter date may be made. If there is a change in the condition of the business affairs of The Lansden Company, the purchase price for the stock shall be based on the condition of its business on September 1, 1908 as compared with its condition as shown by your report of June 30, 1908. If the surplus of its assets over its liabilities at the later date is greater or less than at the earlier date, then the purchase price shall be increased or decreased by the amount of increase or decrease of said surplus.

You and your brother shall make an assignment to Mr. Edison of any and all claims which you may have against The Lansden Company, and of any rights which you may have to its assets.

You are to act as manager of the company and to give your best skill and ability in the conduct of its affairs, together with the right to use /any inventions or improvements that may be adopted during the time of your connection with the Company. Your salary shall be $5000 per year, in addition to which you are to have commissions as follows: On all work done by The Lansden Company during any year hereafter commencing September 1st, 1908, up to the production of 150 vehicles or their equivalent, 20% of the

[ENCLOSURE]

August 31, 1908.

Mr. John M. Lansden, Jr.

actual net profit; from 150 to 200 vehicles, 15% of the actual net profit; from 200 to 300 vehicles, 12% of the actual net profit; and if 300 vehicles or over are completed in any one year, 10% of the actual net profit. In each case a vehicle is understood to mean a one-ton unit or its equivalent; a two-ton unit is calculated as one and one-half vehicles; a three-ton unit as two vehicles and larger units in proportion.

If at any time after September 1, 1910, Mr. Edison should be dissatisfied with your conduct of the business, he can notify you of that fact, and you may be removed as manager and will give a general release on the payment by him to you of ten times your commissions for the year previous to such notification.

Yours very truly,

Frank L. Dyer

General Counsel.

We hereby agree to the above arrangement, pending Mr. Edison's return.

John M. Lansden Jr.

David L. Lansden

[ENCLOSURE]

Lansden Co

Buy the whole of the stock of the Co. for ~~27000~~ 27000 which goes to Lansden Bro + 8000 which goes to Lansden

The whole of the assets as they stood on August 4th being the point of departure We already have loaned Lansden on these assets some money which is to be deducted in the payments —

$10,000. is to be paid down to his brother including the loan, and perhaps 2500 more if Lansden requests it — balance in 3 6 9 + 12 months

Upon payment the stock + contract is to be deposited in escrow with Fidelity Trust Newark until whole is paid — in meantime Lansden is to

2

act as our manager — The business is to be conducted as now under Lansden Co

Harry Miller ~~[illegible]~~ John Miller F. L. Deger Directors possibly Dodge + Wm Bee should be added —

Deger presdt H Miller Secy & Treas Lansden Manager —

Have accounts up to Aug 4th audited —

Contract is to be made with Lansden $5000 year — net to him + if 100 vehicles made 1st year he gets 20% of the actual profit as shown by the audit

[ENCLOSURE]

100 vehicles — 20% —

150 — " " — 15% — of actual profits to Lansdale[?]

200 — " — 12½% "

300 vehicles or over — 10% — "

After 1 year should we at any time be dissatisfied with Lansdale we can buy him out on capitalizing his profit for the previous year on a basis of 10% for instance if his commission is 10.000, we must pay him 100.000 — if 5000 50.000 & so on —

E

REFER TO THIS NUMBER
IN YOUR REPLY

1578

FRANK L. DYER,
ORANGE, N. J.

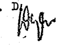
MEMORANDUM

November 4,1910.

Mr. Holden:-

Referring to my memorandum of October 21st to Mr. Churchill, you will note that Mr. Lansden has now carried out all the conditions of the original arrangement with Mr. Edison, so that I can now transfer the stock I hold as trustee to Mr. Edison. Please see that this is done. Of course, I want to retain at least one share to qualify me as an officer and director. After the stock has been transferred to Mr. Edison, please return the original letter to Mr. Miller, dated August 31, 1908. The matter of continuing Mr. Lansden as general manager will be held in abeyance.

F. L. D.



FLD/ARK.

Mr Edison

Marshs Contract ends June 7th
Had we better not write him
that we wish to terminate it
on that date

H. F. M.

5/8/11

Yes TAE

Mr Dyer
Will you please
write Marsh
H F M

[ATTACHMENT]

Mr H F Miller

May 22, 1911.

Mr. Converse D. Marsh,
15 Spruce St.,
New York City.

Dear Mr. Marsh:

Referring to your contract with Mr. Edison of June 7, 1910, this expires by limitation on June 7, 1911, but in order that there may be no question about it, I beg to notify you at Mr. Edison's request that we do not care to extend it beyond that date.

I hope that you are satisfactorily recovering from your unfortunate accident.

Yours very truly,

FLD/IWW

Vice-President.

RM

[ATTACHMENT]

Orange, N. J., June 1911

JUN 9 1911

Received from Thomas A. Edison

Five Hundred and 00/100 Dollars

In full for all Claims a/c Contract dated June 7-1910

$500.00

Orange Advocate Printery

CONVERSE D. MARSH.

Per [illegible]

LEGAL DEPARTMENT RECORDS

The Legal Department Records consist of correspondence, patent interference files, litigation case files, and other material pertaining to the activities of Edison, his attorneys, and his representatives. Established in 1904, the Legal Department centralized the business of Edison, his laboratory, and his companies for the consideration of legal matters. It dealt primarily with patent concerns, including applications, interferences, and infringement litigation, but it also handled a variety of other legal matters, such as real estate transactions, copyright and trademark cases, and the execution of agreements, assignments, and licenses. Edison's personal attorney, Frank L. Dyer, served as general counsel of the Legal Department. He continued to manage its affairs even after becoming Edison's chief executive officer in 1908, when he replaced William E. Gilmore as president of the National Phonograph Co. and several other Edison companies. The records of the Legal Department consist primarily of files that Dyer, his staff, and his predecessors collected and maintained on individual subjects or cases. Dyer's associates included Herbert H. Dyke, Delos Holden, William Pelzer, George F. Scull, and Dyer Smith, as well as attorneys from firms in Washington, Chicago, and elsewhere, who were consulted and hired to pursue litigation, perform research, or collect depositions. Among Dyer's predecessors was Howard W. Hayes, who handled phonograph litigation until his death in November 1903.

The documents are arranged by subject into five groups: (1) Battery; (2) Cement; (3) Motion Pictures; (4) Phonograph; and (5) Edison's Name. Within the first four groups, the material is organized by document type: Correspondence; Interference Proceedings; Case Files. The fifth group contains correspondence and case files regarding legal action pursued by Edison against parties, including his two oldest sons, who used the name "Edison" for commercial purposes.

Less than 5 percent of the documents have been selected. The selected items demonstrate Edison's direct involvement in the progress of litigation; pertain to experimental work performed by Edison or his associates; or broadly illustrate the business and legal strategies of his companies. The items not selected include numerous case files for suits in which Edison or one of his companies was at least nominally involved, but for which there is no evidence of Edison's direct participation.

Because of the vast quantity of material in the Legal Department records, detailed descriptions of the unselected case files and other unselected records have not been presented. A comprehensive finding aid to the archival record group, Legal Services Department and Retained Firms, is available at the Edison National Historic Site.

Documents relating to the activities of the Legal Department also appear in other series on the microfilm. The Document File Series contains "Legal Department" folders for the years 1908-1910. Corporate documentation and other material of a legal nature, including correspondence and other items pertaining to the progress of litigation, can also be found in the Company Records Series. For example, the "Correspondence, Domestic (1903)" folder in the National Phonograph Company Records contains a 17-page report summarizing litigation left pending after the death of attorney Howard W. Hayes.

LEGAL DEPARTMENT RECORDS
BATTERY

This material consists of correspondence, court records, and other documents relating to patent interference proceedings and infringement suits and to other litigation regarding Edison primary and storage batteries. Most of the items pertain to the protection of Edison's patents against those of competitors. Included are selections from two case files: one involving a Patent Office hearing on storage battery patents, and the other dealing with infringement suits over primary battery patents.

Less than 10 percent of the documents have been selected. The selected items reflect Edison's personal involvement in legal matters, detail experimental work by Edison or his assistants, or broadly pertain to stratagems employed against competitors. The documents are arranged in the following order:

Correspondence
Interference Proceeding
  Edison v. *Jungner* (No. 22,153)
Case Files
  Edison v. *Witherspoon and Lewers* (Patent Office Hearing)
  Thomas A. Edison and the Edison Manufacturing Company v. *James W. Gladstone and Eben G. Dodge*

Correspondence

This folder contains correspondence relating to legal matters associated with the development and sale of batteries. The selected documents cover the period 1903-1906 and relate to storage batteries. Among the correspondents are Edison; Frank L. Dyer of the Legal Department; and Dr. L. Sell, a German chemist. Most of the items concern patents sought, granted, or contested in Germany and Sweden and discuss competition between Edison and Ernest W. Jungner of Sweden. Also included is a 17-page letter from Frank L. Dyer to the patent firm of Meffert & Sell discussing the technical problems that led to the suspension of commercial manufacture of Edison's storage battery in 1904.

Interference Proceeding

Edison v. *Jungner* (No. 22,153)

This folder contains material pertaining to a Patent Office proceeding involving a storage battery application filed by Edison on October 31, 1900, and a competing application by Ernest W. Jungner. The selected items include the Patent Office notification of interference and the decision against both parties. Also included are a statement and a memorandum by Edison concerning his early work on storage batteries.

Case Files

Edison v. *Witherspoon and Lewers*

This folder contains material pertaining to a Patent Office hearing involving a patent for an improved alkaline storage battery, granted to Ernest Jungner on September 1, 1903. Edison objected to the patent and initiated proceedings against the examiners, Thomas A. Witherspoon and Albert M. Lewers, charging them with "incompetence, neglect of duty and maladministration of office." The selected items include Edison's petition; the petitioner's brief; letters from Edison to President Theodore Roosevelt; and correspondence between Frank L. Dyer and U.S. Senator John F. Dryden of New Jersey. Also included is the decision by Assistant Commissioner of Patents Edward B. Moore, which declared the Jungner patent invalid and reassigned the examiners to another division in the Patent Office while exonerating them from charges of malfeasance.

Thomas A. Edison and the Edison Manufacturing Company v. *James W. Gladstone and Eben G. Dodge*

This folder contains material pertaining to a suit brought by Edison against former employees James W. Gladstone and Eben G. Dodge, who established the Battery Supplies Co. to compete with the Edison Manufacturing Co. in the sale of primary batteries. The case, which was initiated in the U.S. Circuit Court for the District of New Jersey in July 1903, involved the alleged infringement of Edison's U.S. Patent 430,279. The selected items include the bill of complaint, answer, and affidavits; correspondence regarding the progress of litigation; and a settlement agreement signed in November 1904. Also included is an undated answer by Edison, filed in the countersuit brought against him and the Edison Manufacturing Co. by Gladstone, who claimed the right to manufacture batteries under Felix Lalande's U.S. Patent 479,887. At the end of the folder is an agreement of August 4, 1905, between Gladstone and the Edison Manufacturing Co., providing for the purchase of the Battery Supplies Co. by Edison's company.

Legal Department Records
Battery - Correspondence

This folder contains correspondence relating to legal matters associated with the development and sale of batteries. The selected documents cover the period 1903-1906 and relate to storage batteries. Among the correspondents are Edison; Frank L. Dyer of the Legal Department; and Dr. L. Sell, a German chemist. Most of the items concern patents sought, granted, or contested in Germany and Sweden and discuss competition between Edison and Ernest W. Jungner of Sweden. Also included is a 17-page letter from Frank L. Dyer to the patent firm of Meffert & Sell discussing the technical problems that led to the suspension of commercial manufacture of Edison's storage battery in 1904.

Less than 10 percent of the documents have been selected. Among the items not selected are letters pertaining to storage battery patents in Great Britain and to a collection dispute involving Edison primary batteries.

[FROM FRANK LEWIS DYER]

December 7,1903.

Messrs Brandon Bros.,

59 Rue de Provence,

Paris, France.

Gentlemen:-

I wish you would have Dr. Sell consider carefully the possibility of success in bringing an action to have Jungner's German patent No.110,210, of March 31,1899 annulled. In the first place he should ascertain whether Jungner has complied with all the requirements regarding the working of his patent and as to the payment of taxes. The principal ground on which the annullment could be urged is that of lack of novelty of Jungner's claims in view of the state of the art. Jungner apparently believed he was the first to make a storage battery with an alkaline electrolyte and wherein insoluble active materials are used. It appears that this suggestion was very old long before Jungner's patent. In an article by George Leuchs in "Centralblat fur Electrotechnik" for 1883, the writer refers to "Accumulators with insoluble energy carrying bodies which after charged remain insoluble" and on page 500 says;

> "I manufacture storage batteries belonging to this group which reach 1.40 volts, and consists of Cadmium oxid Potash lye - Manganese oxydul - which after charged give Cadmium - Potash lye - Manganese superoxide. Accumulators of 1.46 volts are obtained by replacing the Manganese in such batteries by iron, accumulators of lower voltage if, instead of the Manganese, other hydroxides are used which are insoluble in potassium solution, such as Bismuth, Mercury, Nickel, Cobalt etc., or if, instead of the Cadmium, the aforesaid metals are made use of".

B.B.2.

French patent to Darrieus, No.233,083, of September 27,1893, refers to storage batteries of the lead and alkaline zincate types, and points out the objections thereto. The patent then continues:

> "My new accumulators with alkaline electrolyte are, on the contrary, based on the following principle: to constitute the electrodes by means of spongy metals giving rise as well during charge as during discharge to the formation of bodies which are practically insoluble in the electrolyte. The molecules of the electrode, never entering the solution, remain always in their place, and it is without leaving it that they undergo consecutive reductions and oxidations, due to charging and discharging. The cohesion of the electrode consequently remains entire. Given (to make it comprehensible) an accumulator, the positive electrode of which is constituted of copper oxide and the negative of spongy bismuth, in an electrolyte to causticsoda or patash, in this case the reductions of the copper oxide during discharge cannot cause any local action; neither will this be caused by the regeneration of the oxide during charge. Consequently, only the re-actions of the charge and discharge play a role inmy accumulator, and everything goes on as if there were simply decomposition of water and simple transport of oxygen and hydrogen from one pole to the other, the hydrogen and oxygen solely reducing and oxidizing the metal of the electrode, without this useful re-action being followed by any local obnoxiuos actions, which has so far not been attained by any known primary or secondary battery. I can, consequently, say that I have constructed a couple of a really binary re-action."

The material specifically referred to for use as a depolarizer is copper oxid, and the materials specifically referred to on the negative pole are spongy bismuth or spongy cadmium, but the patent refers generally to the possibility of using other active materials having the same properties, such as silver, gold, reduced mercury, iron, nickel and cobalt. The patent goes very minutely into the details of manufacture of the battery, including the mechanical make-up of the electrodes and the special processes for manufacturing the active materials either electrically or

chemically. There can be no question but that the Darrieus patent constitutes a most important contribution to this art, as it not only points out operative combination of active materials, but explains minutely the processes for obtaining the same.

In seems to me in view of these references that Jungner's claims are far to broad and his patent should either be annulled or else should be specifically limited to the use of silver peroxid and copper. I wish Dr. Sell would very carefully consider this question, because if there is a reasonable chance of our prevailing in an action for the annullment of Jungner's patent we will take that action. Of course if he believes that the disclosure of these references would hurt our own claims, then it would not be a good policy for us to call the attention of the Patent Office to them.

Yours very truly,

L.

TELEGRAPHIC ADDRESS:
FULGURA-BERLIN
LIEBERS CODE
and ABC, 4th. & 5th. Edition.

BERGMANN ELECTRICAL WORKS

DEPT. M.

Sb/M
Machine Department.

Continuous Current Generators and Motors
for Direct Coupling and Belt Driving.

Special Motors
with Wide Range Speed Regulation for Driving Rotary Printing Presses, Cranes, Lifts, Calanders and Paper Machines.
Motor-Dynamos, Balancers, Boosters.

Automobile Motors.

Alternating Current Machinery
for all Standard Voltages and Periodicities.

Generators, Motors and Transformers
for Single, Two and Three Phase Current.

Controllers and Resistances
for operating Cranes, Hoists and Lifts with Direct and Alternating Current Motors.

Starting and Regulating Switches
for Direct and Alternating Current Motors and Generators.

Electric Ventilators
Exhaustors
High Pressure Blowers
Ventilating Fans
for Direct and Alternating Current.

23-32 OUDENARDER STR.
BERLIN, N. January 22nd 04

Dyer - use your judgment abt this also call attention of Sell[?] to Dannies[?] patent I think we should become aggressive against Jungner in Germany - get his patent cancelled on Dannies[?] & the reasons given in letter - E

Thos. A. Edison, Esq.
Orange, N.J.
U. S. A.

My dear Edison:-

As you are aware, Waldemar Jungner in Stockholm possesses a number of German Patents on an alkali storage battery, the most important of which is the number 110210. All Jungner Patents have been transferred in Sept. 1903 to the Cologne Accumulator Works, Gottfried Hagen, Kalk near Cologne. This firm is one of the prominent storage battery concerns in Germany.

Patent No. 110210, which is no doubt known to you refers to an accumulator with unchangeable electrolyte. It may as yet remain undecided, whether by this patent an alkali battery with unchangeable electrolyte is protected or not. But as this same patent has been brought up by the patent office examiners in the course of their examination and then ruled out as not being obstructive to your application; it may also as yet remain undecided, whether this patent exists to right or whether it can be wiped out by a suit for

revocation as per paragraph 10 of the German Patent Law.

At all events the Cologne Battery Works take advantage of the possession of this patent and proclaim your battery throughout Germany as an infringement, although they have so far, not been able to turn out any cells. There is however, a chance given by the German Patent law to have this patent cancelled. According to paragraph 11 of the law, any Patent can be declared null and void and revoked if within three years of its issue, the patent owner neglects the exploitation of his invention to a reasonable extent, or makes every effort required to secure such an exploitation.

It is our opinion that neither Jungner nor the Cologne Accumulator Works have complied with this paragraph of the patent law, as up to date not one cell made to this patent has been brought to the market. As you will see from the date of the patent, 31st of March 1899, the time of exploitation has been passed and it might be only a matter of form to call the patent Office's attention to this fact.

Before I will do anything in this matter, I would like to have your opinion, whether you think it advisable to wipe out this Jungner Patent in this way, for it must not be forgotten, that the field of making batteries on the Jungner construction would be generally opened to the entire German Electrical industry.

I enclose a copy of this patent with translation of the claims. From the patent attorney I have just received information that the interference of Liebenow against the Nickel Iron Combination has been rejected by the Patent Office, although he may yet make an appeal.

BERGMANN ELECTRICAL WORKS (MACHINE DEPARTMENT).

Thos. A. Edison, concluded.

Liebenow is the Electro-Chemist of the Accumulatorenfabrik Aktiengesellschaft in Berlin in whose order he has no doubt entered the interference.

I shall be pleased to hear from you by early mail and remain, with kind regards,

Yours very truly,

S Bergmann

Jungner's German Patent. April 5, 1904.

Messrs. Brandon Bros.,

59 Rue de Provence,

Paris, France.

Gentlemen:-

Your favor of the 25th ult. has been received in reference to the cancellation of Jungner's German patent No.110,210.

This matter wants to be pressed as vigorously as possible, as everything should be done to assure success. Your correspondents are quite right in assuming that the petition is made in Mr. Edison's behalf and that the cost thereof will be assumed by Mr. Edison. They will be also authorized in applying to Messrs Seubel & Bergmann for any information required.

Kindly keep me informed as to developments and send me also a copy and translation of the petition.

Yours very truly,

FLD/MM.

Jungner Cancelment
No. 110,210.

May 13, 1904.

Messrs. Brandon Bros.,
59 Rue de Provence,
Paris, France.

Gentlemen:-

Your favor of the 28th ult. has been received enclosing the papers in this case, and I thank you for the same.

In the reply by the Jungner Company it is stated - "A marked hindrance to the introduction of the Jungner Accumulators in Germany resided in the fact that Edison tried to prevent the granting of the U. S. patent, not only by contending that the Jungner invention was impracticable, but also by having this sworn to by a Norwegian named Robert Rafn. As long as this patent suit pended there was, of course, hesitation in Germany as to even devoting only relatively adequate capital to the invention on the Jungner accumulator just because Edison and the companies connected with him were adversaries and had to be taken into account". Concerning this statement, I would say:

1. If true, I fail to see that any opposition to Jungner in the United States can be offered as an effective excuse for the failure to work the patent in Germany.

2. The statement is without a particle of truth and no proof

whatever is produced in support of it. There never has been a patent suit involving either the Edison or Jungner battery in this country, and Mr. Edison has never opposed the grant of any patents to Jungner. The U. S. patent to which Jungner undoubtedly refers is Patent No. 738,110, dated September 1, 1903. I send you herewith a certified copy of this patent, showing the entire prosecution in the Patent Office and from which you will see that the patent was allowed without the citation of any reference and without any opposition whatever by any one. This shows the absolute falsity of the statements made in Jungner's reply. I am sending you this copy without taking the time to have it certified by the German Consul, but if this is necessary and if you cannot have it certified in Paris, please cable me and I will have a new copy made which can be properly certified.

3. The only proceeding in which Jungner and Edison met in this country, was in connection with Edison's application for the copper-cadmium battery. When that application was first filed, it was rejected on Jungner's British Patent No. 7892 of 1899, which corresponds with the German patent here involved. On October 4, 1901 we presented affidavits of Messrs. Edison and Rafn to the effect that experiments made by them had demonstrated, beyond question, that the combinations suggested by Jungner were completely inoperative. As a result of these affidavits, the Jungner British patent was withdrawn as a reference, and the Examiner therefore admitted that the Jungner battery was inoperative. It appears that on April 17, 1899, Jungner filed an application in this country, serial No. 713,428, corresponding with the German patent under con-

sideration, and on March 11, 1902, the Examiner called Jungner's attention to the experiments which had been made by Messrs. Edison and Rafn and gave Jungner the opportunity of rebutting the same. Jungner thereupon in June 1902 presented an affidavit of Sven Pehrsson, in which the attempt was made to disprove the Edison and Rafn experiments. Although this Pehrsson affidavit was plainly misleading, and the experiments inconclusive, it was accepted by the Examiner as raising a sufficient doubt as to the operativeness of the Jungner combination, as not to justify him in completely rejecting the Jungner case. Thereafter, on October 28, 1902, an interference was declared between the original Jungner application on the silver-copper combination and the original Edison application on the copper-cadmium combination. This interference was dissolved by the Examiner on April 8, 1903 on the ground that neither Edison nor Jungner was entitled to a broad claim, in view of the French patent to Darrieus. Jungner's U. S. patent of September 1, 1903 was based on an alleged divisional application (filed June 23, 1902) of the original application of April 17, 1899, but so far as this patent is comcerned, it is evident that Mr. Edison made no opposition to it, nor did Mr. Edison know that the alleged divisional application had been filed. As soon as the Jungnerlpatent No. 738,110 issued on September 1, 1903, it was evident, in my opinion, that the Patent Office Examiner had been imposed upon in accepting it as a divisional application, sibce it contained many instances of new matter not found in the original disclosure, and I therefore preferred charges against the Examiner, alleging incompetence on his part, and asking for his removal from his posi-

tion. These charges were argued on April 4, 1904, and I am daily expecting a decision in the matter.

So far, however, as Jungner's original application of April 7, 1899 is concerned, these facts are clear, (a) that Edison did not oppose its issue but that the Examiner on his own motion, rejected the casein view of the Edison and Rafn experiments set up by Mr. Edison in his application on the copper-cadmium case; (b) that the interference with Jungner was properly dissolved by the Examiner in view of the Darrieus patent, since neither Edison nor Jungner was entitled to a broad claim; (c) that when the interference was dissolved on April 8, 1903, Jungner must have known that the claims of the German patent under consideration were too broad to be sustained; (d) that certainly no excuse is offered on the part of Jungner for waiting until September 1903 before attempting to do anything with his invention.

Kindly bring these facts to the attention of your correspondents at Berlin. Of course, you appreciate the position which the Jungner Company are taking regarding the Edison work. They have no patents of any value, and are doing everything in their power to make it incumbent upon Mr. Edison to buy them off, which we do not propose to do. Mr. Edison has insisted all along that the special combinations referred to by Jungner in his patent (copper-silver and hydrated ferrous oxide - hydrated peroxide of (silver manganese) are completely inoperative. It does not appear from the papers furnished by Jungner that any attempt has been made to ex-

ploit either of these combinations, but apparently they are trying to introduce a nickel-iron battery which was not described by Jungner nor invented by him but was, in fact, invented by Mr. Edison.

Yours very truly,

FLD/MM.

Meffert and Dr. Sell
Patentanwälte
Bureaustunden von 9-4.
Bank-Conto: DEUTSCHE BANK.
Fernsprecher: Amt I, 4595.
Telegrammadresse: SATISULTRA, BERLIN.
WESTERN UNION TELEGRAPHIC CODE.

Berlin, den January 28, 1905.
N.W.7. Dorotheenstr. 22. Eingang: auch Georgenstr. 24
gegenüber dem Bahnhof Friedrichstraße.

Frank L. D y e r Esq.,

O r a n g e.

Dear Sir,

Cancelment Jungner 110210

In the matter of the suit against the Jungner patent 110210 on ground of non working and on ground of lack of patentability I beg to inform you that I have received a short time ago the decision of the Patent Office and also copy of the file wrapper of the Jungner patent. I am about to prepare the appeal against the decision of the Office and also the arguments for the new suit against the patent. Some time ago I had a letter from Professor Foerster informing me that his experiments had corroborated the results of Mr. Roos regarding the variability of the electrolyte in the Edison accumulator. I had asked Professor Foerster to hasten his experiments and to send me an opinion based on such experiments, in order to enable me to use such opinion in the suit against Jungner. Unfortunately Professor Foerster writes now that the several experiments are so badly in accordance with each other that it is impossible to him to finish this work shortly. He thinks that the difficulty is caused by the fact that it takes a long time before the

changes

changes of the concentration of the electrolyte within the electrodes are compensated by electrolyte entering into the electrodes from the bulk of electrolyte contained in the receptacle. The average data obtained by Professor Foerster till now show that on each atom of oxygen on discharging are bound 1,5 molecules of water, whereas as much molecules become free on charging.

I am sorrow that the opinion of Professor Foerster will not be finished in time. However there is no obstacle to file it later on.

You will see that this result assists us very much in the suit on ground of non working. You remember that the Jungner people that is to say the Kölner Akkumulatorenwerke Gottfried Hagen had stated that they have made further experiments with the Jungner cell in preparing iron and nickel masses. If we now can show that accumulators with iron and nickel masses with absolute certainty are not embodiments of the invention covered by the Jungner patent, it will be impossible to take such experiments with nickel and iron masses in consideration. If however the experiments made by the actual owners of the patent fail to be working actions, I can see no way for the supreme court to avoid a cancelment of the patent.

On the other hand this result is also of high value for us in connection with the suit on ground of lack of novelty

or

or patentability. If the owners of the patent themselves work on a line which is not within the limits of the patent without becoming aware of this fact, it can be seen that the idea of avoiding a changing of the concentration of the electrolyte is of no practical value at all and therefore lacks in patentability.

Notwithstanding one cannot say in advance how these cases will run, and for this reason I am very happy that it has been proved by the experiments of Mr. Roos and of Professor Foerster that there is no doubt regarding the variability of the concentration of the Edison electrolyte. This fact makes the situation in Germany entirely sure for Mr. Edison. For this reason I have thought that it is not necessary in the moment to retain a further attorney for the new cancelment suit. It was necessary for me to delay conferences with such other attorney in view of the fact that I could only obtain the file wrapper for the Jungner patent a short time ago. Before receiving such file wrapper it was impossible to see how the Jungner patent stands. It is true that the file wrapper does not show new matter of importance. The Darrieus patent has not been objected. Therefore Jungner has not explained the novelty of his invention over the Darrieus patent. You will be aware that Darrieus does not consider the invariability of the concentration of the electrolyte, and probably the combinations mentioned in the Darrieus patent

tent

tent do not give invariability of the concentration. Therefore it may be that our suit will be rejected, because we fail to show the invariability of the concentration of the electrolyte to be known. Also the U. St. Faure patent 389882 does not much assist us. Notwithstanding I think that our chances are not too bad in view of the fact that the variability of the concentration of the electrolyte is under practical view of no importance. This is shown also by the fact that the Jungner people make experiments with nickel-iron as embodiments of the patent as above mentioned.

Yours truly

[signature]

Nov. 28,1905.

Messrs. Meffert & Sell,

Alexandrinenstr 137,

Berlin , S.W. Germany.

Gentlemen:-

Kindly give the present matter your most careful attention without regard to the time which you may have to spend thereon. There are questions involved which I shall leave to your judgment, but on which a correct decison is of the highest importance.

As you perhaps know, for the past year Mr. Edison has been devoting practically his entire time to the correction of faults which were discovered only after the Edison battery had been put on the market and many thousand cells had been sold. It was found that the capacity of the cells gradually decreased and a larger number of the batteries were returned and had to be replaced by new cells under Mr. Edison's guarantee to maintain the batteries in proper working order. Of course, this involved enormous losses and necessitated the practical shutting down of the storage battery plant in this country. As a result, for the past year or more the company has practically limited itself to the manu-

facture of cells which are designed to take the place of those returned because of defects and deterioration.

As soon as this situation was disclosed, Mr. Edison set to work, first, to discover the cause of the deterioration referred to, and second, to find some way by which the defects could be remedied, and in this work Mr. Edison has made more than one-hundred thousand experiments and tests.

It was speedily found that the negative electrodes employing the iron mass suffered no change or deterioration whatever, so that when cells were returned to be replaced by new ones, it has only been necessary to substitute fresh nickel electrodes. Having located the trouble on the positive electrodes, using nickel hydroxide, careful experiments were made to determine whether any changes were experienced within the active mass by reason of hard and continued usage. One of the earliest of the observations made was that, contrary to the original belief, flake graphite is not permanent when subjected to prolonged electrolysis, but undergoes changes within the electrolyte which affect its contact. In other words, assuming a single nickel hydroxide particle to be in contact with a graphite flake, the resistance between the two, if subjected to prolonged electrolytic action, will be gradually increased. This would account for a part of the objectionable results encountered in practice. Hence, it was necessary to find a material which could be substituted for graphite and which would not be open to this objection, and to this end a large number of apparently desirable metals were experimented with. It was finally ascertained that by using flake cobalt or flakes of an alloy of cobalt and nickel, the contact was very much better than

with geaphite and was not effected by electrolysis. This, therefore, was the first advance, and in an application filed in this country on March 30th, 1905, Mr. Edison described and claimed the use of flakes of cobalt or cobalt-nickel alloy, as a substitute for flake graphite. On the same day a second application (Case D) was filed, Serial No. 252,932, describing the process of making the flakes of cobalt and cobalt-nickel and wherein it was said:-

> "In an application for Letters Patent filed concurrently herewith (Cases A and C) I describe certain improvements in storage battery electrodes, wherein the active mass, such as nickel hydroxide is admixed with insoluble metallic scales or films for the purpose of insuring contact between the active particles themselves, and between the active particles and the enclosing pockets, or other metallic supports. As I have pointed out, these metallic scales or films are formed preferably of cobalt-nickel alloy, since by using this material, the characterisically good contact obtained with cobalt is secured, while the presence of the nickel prevents the cobalt from suffering more than a mere surface oxidation."

On the same day another application (Case C, was filed, describing a process by which the cobalt or cobalt-nickel flakes could be applied to the particles of nickel hydroxide. That process consists, broadly speaking, in adding a sticky material, such as molasses or glucose to the nickel hydroxide particles, and then intimately mixing the metallic flakes therewith, whereby the metallic flakes will be caused to adhere to the active particles so as to entirely coat the surfaces of the same. In this latter application it was said:-

> "My invention relates to an improved process for coating electrolytically active conducting material with flake-like material, and the invention relates particularly to a new method of coating electrolytically active nickel hydroxide or other active salt with flake-like conducting material such as flake graphite or flake cobalt or cobalt or an alloy of nickel and cobalt for use in connection with the manufacture of the positive electrodes of my improved storage battery."

Having thus remedied the defects in this direction, it was found that another difficulty was due to the fact that the pressure imposed by the flat walls of the enclosing pocket was insufficient to secure proper contact throughout the mass. Owing to the excessively thin metal used, this pressure would, at best, amount onlt to a few ounces, and since the mass expanded and contracted very considerably in use, the pocket walls were likely to become permanently distorted, so as to impart even less pressure upon the active mass. At this time it was believed that with the exception of the difficulties encountered in connection with flake graphite which had been remedied by the use of flake cobalt, the only other contact difficulties were those due to the insufficient pressure exerted on the mass by the pocket walls, and it was believed that if this pressure could be maintained constantly upon the active mass, the latter difficulties would be overcome. Therefore, on April 28th, 1905, an application, Serial No. 257,807 was filed by Mr. Edison, and his assistant, Mr. Aylsworth, in which tubular pockets were described, in order that there might be no bulging or expansion thereof. In this application, it was stated:

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> "Our invention relates to various new and useful improvements in storage battery electrodes of the Edison type, wherein an alkaline electrolyte is used with insoluble active materials maintained under pressure within perforated insoluble pockets or recepacles. In the practical development of the Edison battery, difficulty has been experienced on the nickel side, owing to the swelling of the active mass, bulging the enclosing pockets outwardly, affecting the contact between the active particles themselves and between the active particles and the enclosing pockets and increasing the likelihood of short circuits between the adjacent plates of opposite polarity. Our invention relates, therefore, particularly to the construction of the positive electrodes, using nickel hydrate as the active mass, the latter being admixed with flakes or scales of an insoluble conducting material, preferably a cobalt-nickel alloy, as disclosed in the application of Thomas A. Edison, filed March 30th, 1905, Serial No. 252,935. Our object is to provide an improved construction for storage battery electrodes whereby the electrodes may be assembled very cheaply, great durability will be secured, a high efficiency obtained and any possibility overcome of poor contacts, due to excessive swelling or bulging of the enclosing pockets. To this end, the invention consists in utilizing pockets in the form of small perforated tubes with closed ends and containing the active material under pressure, and preferably supported vertically side by side in one or more horizontal rows in the grid or electrode frame, the diameter of each pocket being small enough to prevent the central portion of the active mass therein from being relatively isolated electrolytically".

In this application, after referring to the tubular pockets, as being formed of "very thin sheet iron or nickel" the specification states that:-

> "The active material is introduced in successive increments, a uniform tamping pressure being applied after the introduction of each increment, in order that the active material may be packed with sufficient density within the tubes to give the desired pressure."

As to what the "desired pressure" at the date of this application

was is clear from the following quotation therefrom:-

> "By means of the construction described, it will be evident that since the pockets or receptacles are tubular there can be no bulging or distortion of the pockets, due either to swelling of the active mass or to gas pressure within the same. To maintain the desired pressure on the active mass at all times in order that the requisite continuity of contact may be secured between the active particles and the conducting films, we find that by properly regulating the size of the perforations ar appertures of the pockets, a sufficient retardation to the exit of any gas generated within the pocket can be secured to result in forcing the active particles outwardly against the enclosing walls, whereby the active particles will be held closely compacted together at all times to maintain the active particles in contact with the conducting films or flakes. The securing of this result also depends to a certain extent upon the viscosity of the solution, since with a very concentrated alkaline solution the appertures may be made larger to secure the same gas pressure within the mass as when a less concentrated solution is employed. An initial pressure between the active particles and the conducting films or flakes and between the active particles and the conducting walls will also be secured by the gradual swelling of the mass in the solution, which swelling is limited and is independent of that resulting from absorption of oxygen during the charging operation. Finally, elasticity within the mass will be secured when metallic conducting films or flakes are used, composed for instance, of cobalt or cobalt-nickel alloy, and parricularly when such flakes or films are curled, wrinkled or of otherwise irregular shapes. By thus providing means within the mass for securing an elastic pressure outwardly, excellent contact may be obtained between the active particles when the containing receptacle is practically non-elastic, as described."

You will therefore see that up to the filing of the application of April 28th, 1905, above referred to, Mr. Edison, although he had discovered the proper substitute for flake graphite, was still

impressed with the idea that an elastic pressure was necessary, and in order to secure such an elastic pressure with non-elastic pockets, he sought to depend upon the outward pressure of the gas generated within the active mass, as well as upon the elasticity of the conducting flakes with which the active particles were admixed. Of course, such an expedient would be necessarily imperfect and it would be almost impossible to secure a properly regulated and uniform pressure in this way. Subsequent to the filing of the application of April 28th, 1905, the succeeding experiments disclosed the curious fact that most of the difficulties which have been encountered were really quite independent of the pressure between the pocket walls and the active material, but were due to the ineffective arrangement of the active particles and conducting flakes. In the first place it was found that when the mass was subjected to the pressures which had been former employed (from 4,000 to 6,000 lbs. per square inch) the active particles were not brought into effective contact with the conducting flakes, many of the particles were only in engagement with the flakes at their corners, others along their edges and some of the smaller particles were either completely isolated from contact with the flakes, or else in very light and superficial contact therewith. In the second place, it was discovered that the conducting flakes or foils for those portions which were not in contact with the active particles became covered with a non-conducting or poorly conducting film (the identity of which is unknown), and that if any shifting of the active particles with respect to the films was allowed to take place, the active particles

would be likely to engage with those portions of the films or flakes on which the non-conducting coating had formed, thereby very seriously affecting the contact within the mass. In order to overcome these difficulties and to realize the ideal conditions which should exist within the active mass, it was found that the active mass should be subjected to an enormous pressure, in the neighborhood of 20,000 lbs. per square inch, (upwards of 1400 kilograms per square centimeter). Moreover, this pressure is applied to very small increments of the active material, each increment weighing from 1/25 to 2/25 of a gram and being subjected to a pressure upwards of one thousand lbs. (450 kilograms). As a result of this excessively high pressure the active particles are actually crushed or deformed, so as to enormously increase the area of contact between the particles and the conducting flakes and to bring all the particles into intimate contact with the flakes. At the same time, the particles or flakes will be so tightly consolidated that relative shifting will not be allowed, so that when the conducting paths through the mass have been initially established, they cannot be changed in use. Such an active mass is about as hard as soap-stone and can be polished without crumbling. Of course, the mass is not absolutely dense, because if such were the case, the solution could not readily circulate through it, nor could the gas escape with sufficient freedom. In order to provide circulating channels and passages throughout the mass, the sticky material used for the purpose of causing the flakes to adhere to the active particles performs an additional function; that is to say, when this sticky material

is dissolved out of the mass, the spaces occupied by it within the mass exist as open channels. The situation then, as I have briefly outlined it, is as follows:

First: On April 30th, 1905, Mr. Edison filed applications disclosing the use of flake cobalt or cobalt-nickel alloy as a substitute for flake graphite; describing a process for making flake cobalt or cobalt-nickel alloy, and describing the process of applying or "covering" the flake-like material to the active particles by the use of a sticky material, such as molasses or glucose.

Second: On April 28th, 1905, an application was filed in this country by Edison and Aylsworth disclosing the use of perforated non-deformable pockets, in which was compressed an active mass formed of nickel hydroxide and flake cobalt or cobalt-nickel alloy.

Third: Experiments following the filing of the Edison and Aylsworth application have shown that to achieve success the pressure applied to the active mass should be enormously high and should be sufficient to overcome the contact difficulties referred to.

Under separate cover I am sending you the following:

GERMANY A

Specification, drawings and Power of attorney on the complete electrode, embodying the results of all the experiments above referred to, and corresponding to an application filed in

this country on November 2, 1905.

GERMANY B

Specification (no drawing) and power of attorney corresponding substantially to the disclosure of United States case filed March 30th, 1905, and claiming the use of flakes of cobalt or cobalt-nickel alloy in the make-up of the active mass.

GERMANY C

Specification, (no drawing) power of attorney and certified copy of U.S. application filed March 30th, 1905, Serial No. 252,932, relating to the manufacture of metallic films and also, disclosing the use of flakes of cobalt and cobalt-nickel alloy in the active mass.

GERMANY D

Specification (no drawings) power of attorney, and certified copy of U.S. application filed March 30th, 1905, Serial No. 252,931, relating to the process of applying to the flakes the active material by means of a sticky substance, such as molasses or glucose.

GERMANY E

Specification, drawings in duplicate, power of attorney, and certified copy of U.S. application filed by Edison and Aylsworth April 28th, 1905, Serial No. 257,807 on storage battery electrodes, disclosing the use of tubular pockets, but without the

high pressure of Case A, above referred to.

The power of attorney enclosed with this case is signed by Mr. Edison personally, as I am in hopes that the application can be made in Mr. Edison's name alone. I will, however, send you a power of attorney signed by Mr. Aylsworth also, so that if it becomes absolutely necessary to file the application in the joint names, this can be done.

GERMANY F

Specification, power of attorney and drawings (six sheets) in duplicate, for tube filling and tamping machines. This is the special machine by which the high pressure is applied to the small increments of active material, and so far as this particular case is concerned, no complications need be anticipated.

AUSTRIA A

Papers for Austria - specification, power of attorney and drawings in duplicate, corresponding to Germany A above.

AUSTRIA B

Specification, power of attorney, (no drawings) corresponding to Germany B above.

AUSTRIA C

Papers corresponding to Germany C above, except that instead of sending a certified copy of the complete U.S. application, of March 30th, 1905, I send you a certified copy of the claims as filed on that date, which I understand is all that is necessary in Austria.

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AUSTRIA D

Papers corresponding to Germany D above, except that a certified copy of the American claims is sent instead of the complete application.

AUSTRIA E

Papers corresponding to Germany E above, except that a certified copy of the American claims is sent instead of the complete application. In this case I will also send you later, power of attorney signed by Mr. Aylsworth in case it becomes necessary to file the application in the joint names.

AUSTRIA F

Specification, power of attorney and drawings corresponding to Germany F above.

HUNGARY A

Legalized power of attorney, and drawings in duplicate, corresponding to Germany A. The specification will be the same, and an extra copy for Hungary is, therefore, not sent.

HUNGARY B

Legalized power of attorney for application corresponding to Germany B, the latter specification to be followed.

HUNGARY C

Legalized power of attorney and certified copy of U.S. claims, corresponding to Germany C. Specification to be the same as in the latter case.

HUNGARY D

claims corresponding to Germany D.

HUNGARY E

Legalized power of attorney, certified copy of U.S. claims and drawings corresponding to Germany E.

Kindly note that the lithographer has furnished me three copies of the first sheet and only one copy of the second sheet. It will, therefore, be necessary for you to have made a linen tracing of the second sheet before the papers are filed. In this case I will also send you an extra power of attorney filed by Mr. Aylsworth in the event that it becomes necessary to file the application in the joint names.

HUNGARY F

Legalized power of attorney and drawings, corresponding to Germany F. The specification to be followed in the latter case.

As I have said above, Case F presents no complications as it is not filed under the International Convention, but a number of questions have arisen in my mind in regard to the other cases, which I shall leave to you for decision:-

(1) In order to secure entire protection in Germany, Austria and Hungary, and to avail ourselves of the rights under the International Convention, will it be necessary to file all of the applications, A, B, C, D, and E, above referred to? Concerning Case B, I have not considered it necessary to furnish a certified copy of the corresponding U.S. case, since the disclosure of the use of flakes of cobalt or cobalt-nickel alloy is clearly

made in the U.S. cases of the same date, Serial Nos. 252,931 and 252,932, filed with cases C and D, above referred to.

(2) If application A is filed without cases B, D and E, could Mr. Edison avail himself of the date of March 30th, 1905, as a disclosure of the use of cobalt or cobalt-nickel flakes, and as a disclosure of the process for applying the flakes by means of a sticky material, and could he avail himself of the date of April 28th, 1905 as a disclosure of the use of tubular pockets? In other words, it occurred to me that since Case A is practically a combination of Cases B, D and E, amplified to include the latest experiments, it might be possible to dispense with Cases B, D and E, provided the benefits of the International Convention can be secured for such purposes of Case A as may have been disclosed in the prior U.S. applications.

(3) If Cases B, D and E are filed, having the benefit of the corresponding U.S. applications, would those cases be considered as prior to Case A in the sense of operating as references against the latter case, and if so, would the claims of the latter patent be, in your opinion, valid?

(4) Are the claims which I have presented in the several specifications properly drawn, in your opinion, to cover the inventions? Please do not hesitate to correct the claims in any way that your judgment dictates, and bear in mind that should you decide not to file Cases B, D and E, the corresponding claims in these cases should if necessary, be introduced in Case A.

(5) In connection with cases C, D and E, you will

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notice that in the specifications sent you herewith, I have not followed absolutely the language of the corresponding U.S. cases, but have modified the same to accord more nearly with out present knowledge. You may conclude to change the specifications to bring them more into harmony with the U.S. cases, although I do not want this done, unless in your opinion it is strictly necessary. After you have decided as to what course to follow to make our protection as comprehensive as possible, kindly arrange to file the applications on Friday, December 29th, next. All of the applications are to be filed in Mr. Edison's name, but if this cannot be done in connection with Case E, that particular application will have to be filed in the joint names of Edison and Aylsworth. If, after you have fully considered the several questions herein presented, you conclude that all the applications, or such as you may consider necessary, can be filed on the above date, kindly cable me the word "Approved". If, on the contrary, there will be difficulties in the way that will make further correspondence necessary, cable me the word "Impossible". As soon as the applications are filed, send me the official receipts and I will advise you concerning the proper folio numbers for the several cases.

I am sending herewith to Messrs. Harris & Mills, 23 Southampton Bldgs. London, corresponding applications for patents in England; to Messrs. Brandon Bros. 59 Rue de Provence, Paris, corresponding applications for France, Belgium and Italy, and to Aug. Hagelin, Drottninggatan 8, Stockholm, corresponding

applications for patents in Sweden, except that Case F is not to be filed in Belgium, Italy and Sweden. I have given instructions similar to those of this letter to these gentlemen, and have requested all of them, in case any difficulties are encountered that will be likely to prevent the applications from being filed on the above date, to notify you promptly, so that there may be no miscarriage. I suggest that you communicate with these gentlemen in order to satisfy yourselves definitely that the applications will be filed, and their views as to the proper course to follow in the several countries with which they deal may influence you in the course to be followed in Germany, Austria and Hungary. At any rate, let me again urge the very great importance of the cases which I am sending today. I sincerely trust that my views as above expressed are entirely clear to you.

Yours very truly,

FLD/ARK.

P.S.

Regarding the cases submitted herewith, I have transposed the following English statements of weight, etc. into their equivalents in the metric system and I will be obliged if you will kindly verify these transpositions before the cases are filed, in order that no errors may arise:-

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(1) 4,000 lbs. per square inch to 280 kilograms per square centimeter,

(2) .004 inches to 0.1 millimeter,

(3) 4 inches to 10 millimeters,

(4) 1/4 inch to 6.5 millimeters,

(5) 30 mesh screen per inch to 12 mesh screen per centimeter,

(6) 15 mesh screen per inch to 6 mesh screen per centimeter,

(7) One thousand lbs. to 450 kilograms,

(8) 30 to 40 lbs. to 15 kilograms (this need only be approximate,)

(9) 2 grams per inch to 0.8 grams per centimeter,

(10) 20,000 lbs. per square inch to 1400 kilograms per square centimeter,

(11) 3 lbs. to 1.35 kilograms,

(12) 5 inches to 12. 5 centimeters.

Of course in giving the metric equivalent of the English weight etc. I have not attempted to be strictly exact, but I will be obliged if you will verify these figures in order that no serious discrepency may appear.

[FROM FRANK LEWIS DYER]

S. Bergmann, Esq.,

Berlin, Germany.

Dear Sir:

I have had frequent occasion to consider the Jungner German patent No. 110210 and have discussed the same many times with Mr. Edison, in order to determine the proper relation of the Edison battery to that patent Without going into details, as to the reasons for my views, I am very confidently of the opinion-

(1) that the Jungner patent is probably invalid in view of prior publications and patents discovered by Mr. Edison's experts, two of whom were employed continuously for more than two years on the search.

(2) that if the Jungner patent is not invalid, it can at best be considered as covering an advance of no practical value.

(3) that the Edison battery makes use of different active materials its mechanical construction is different, and it does not embody the suggestions of the Jungner patent, and therefore does not infringe said patent.

Furthermore, we already have an action pending for the cancelment of the Jungner patent because of failure to exploit the same in Germany, and we propose to immediately commence a new action to have the patent annulled because of prior knowledge, and in both actions I regard our chances of success as good.

In conclusion let me say that Mr. Edison is of my opinion in this matter, having satisfied himself by actual demonstration in his laboratory. Finally, since Mr. Edison has expended many hundred thousand dollars on the developement of his battery, it

may be reasonably assumed that he is pretty sure of his position in this regard.

Yours truly,

Counsel for Mr. Edison.

Meffert und Dr. Sell
Patentanwälte
Bureaustunden von 9-4.
Bank-Conto:
DEUTSCHE BANK, Depositenkasse O
Fernsprecher: Amt IV, 2763.
Telegrammadresse: SATISULTRA, BERLIN.
WESTERN UNION TELEGRAPHIC CODE.

Berlin, S.W. 61, den January 10, 1906.
Alexandrinenstr. 137 (Ecke Gitschinerstr.)

Mr.

Frank L. Dyer

Orange N. J.

Dear Sir:

Cancelment Suit against Jungner D. R. P. 110210.

I beg to confirm my cablegram of yesterday wording "Jungner patent 110210 finally cancelled ground nonworking". From this cablegram you will have seen that this cancelment suit has been decided in our favour by the Supreme Court. There is now no patent Jungner 110210 which could be used against the accumulator of Mr. Edison. I am very much pleased with this success which is very important in view of the fact that the Jungner people had very successfully promulgated the opinion that the Edison battery could not be manufactured in Germany in view of Jungners patent.

I have not written to you in this matter since July 29, because I did not need instructions from you. In the meantime I had received a reply from the Jungner people against my arguments of appeal. Copy of this reply is enclosed.

In this reply the Jungner people made a very severe criticism against the experiments of Professor Foerster showing the variability of the electrolyte in the nickel iron accumulator and

and suggesting that the variability of concentration in the Edison accumulator eventually may be caused by the presence of mercury in the iron electrode. In view of this criticism it seemed to be necessary to make strong afforts to show by further experiments that the criticism was not well founded. I therefore with consent of Mr. Bergmann asked Professor Foerster to continue his experiments in view of the criticism of the Jungner people. The German Company was kind enough to send Mr. Rafn to Dresden in order to assist Professor Foerster.and to hasten the obtaining of final results.

Before the results of further experiments could be obtained, I communicated with Professor Foerster in order to induce him to prepare a paper showing in theoretical manner that the criticism against his opinion was not well taken. This was necessary in view of the fact that the arguments of the Jungner people against my appeal only were filed at the end of the month of October and that a hearing before the Supreme Court (Reichsgericht) was already fixed for the 25th of November. The hearing however was delayed to the 2nd of December. On the 1st of December I went to Leipzig together with Mr. Kammerhof, Professor Foerster, and Mr. Rafn. On the 2nd of December we had a couple of hours to wait before the Court was ready to take up our case. But time had in the meantime so much advanced that the Attorneys could not help to ask for delaying the matter. A new hearing was fixed on the 8th of January 1906. In the meantime Professor Foerster finished his experiments with the assistance of Mr. Rafn and reported about

about this ppint in two reports; one of the same relating to the variability of the concentration in Edison cells and the second relating to the variability of concentration in two Jungner cells of the Kölner Akkumulatoren Werke Gottfried Hagen procured by the Bergmann works. These new experiments corroborated the formerly obtained results and showed that indeed nickel iron cells with mercury in the iron electrode gave considerable changes of concentration as well as nickel iron cells without mercury such as manufactured by the Jungner people.

After a thorough discussion of the whole situation the Court decided to cancel the patent on ground of nonworking. The written decision will follow later on. The Court in the arguments of decisioh has not considered the fact thatthe electrolyte in nickel iron cells undergoes changes of concentration, but the Court has simply declared that the Patentee has not done all he could to secure the working of the invention. This decision is the severest which ever has been made by the Supreme Court with relation to the working of patents in Germany. I am however sure that the Court has considered our arguments relating to the variability of concentration of the electrolyte in nickel iron cells and that he would not have made his severe decision if he would not have been convinced that a cancelling of the patent would become necessary in every event in view of the fact that the accumulator manufactured by the Jungner people was not an accumulator in accordance with the Jungner patent. Even there was still another argument made by me against the working actions of the Jungner people consisting in the assertion that the working actions could not be

be taken into consideration because same were standing on an illegal basis; the nickel iron accumulator of the Jungner people infringes Edison patent for the nickel iron combination. These two arguments were apparently very inconvenient for the Court and in my opinion this fact gave much assistance in our favour.

The Attorney of the other side was assisted by Dr. Liebenow of the Akkumulator Fabrik Aktiengesellschaft Berlin-Hagen, the same who files oppositions against each application of Mr. Edison which is published by the Patent Office. The Akkumulator Fabrik Berlin-Hagen controls practically the whole market in Germany and has an agreement with the Kölner Akkumulatoren Werke Gottfried Hagen who had acquired the Jungner patent. The Jungner patent being cancelled, there is in my opinion a possibility to come to an arrangement between the German Edison Company and the Kölner Akkumulatoren Werke and the Akkumulatoren Fabrik Aktiengesellschaft Berlin-Hagen. When going back from Leipzig to Berlin, I have taken the opportunity to discuss the situation with Mr. Kammerhof of the Edison Company and with Dr. Liebenow. I am under the impression and Dr. Liebenow declared freely this impression to be correct that the Akkumulator Fabrik Berlin-Hagen would be willing to make an agreement with the German Edison Company. Likewise I think that it would be possible without employing too much money to make an agreement with the Kölner Akkumulatoren Werke with the effect that the Kölner Akkumulatoren Werke give up the manufacture of alkaline accumulators and assign their patents and rights to Mr. Edison. In my opinion this would be very agreeable

agreeable for us in view of the application of the Kölner Akkumulatoren Werke for the manufacture of metallic films as conductive material. You remember this application which I sent you some weeks ago and which in some way anticipates one of the new inventions of Mr. Edison.

We can assume that the Jungner people will in some way be inclined to make such agreement because the agreement between the Kölner Akkumulatoren Werke and Jungner is such that price which has been paid by the Kölner Akkumulatoren Werke to Jungner will be restored now after the cancelment of the Jungner patent. We are acquainted now with this fact from a copy of the agreement between the Kölner Akkumulatoren Werke and the Jungner Company which I had acquired with the consent of Mr. Bergmann from Mr. Schoop who was formerly associated with the Jungner people but who was then fired out and who is now an enemy of them. I send you copy of this agreement together with translation and also copy of an opinion in the matter of the British Jungner patent which I had likewise acquired by Mr. Schoop. This explains at the same time the charge of 403, 20 *M* contained in my enclosed debit-note.

I will discuss the matter of an understanding between the German Edison Company and the Akkumulatoren Fabrik Berlin-Hagen and the Kölner Akkumulatoren Werke Gottfried Hagen with Mr. Bergmann in the next few days. However I think it to be advisable that you consider also this matter so that you may be able to communicate with Mr. Bergmann in connection with these things. Myself I am very much disappointed that I have not only to fight against the Patent Office , but also against Dr. Liebenow after

after having succeeded to overcome the opposition of the Examiner. I also would like very much that the cancelment suit of the Kölner Akkumulatoren Werke Gottfried Hagen against the Edison patent for the nickel iron combination would be withdrawn.

In connection with the very severe decision of the Supreme Court against the Jungner patent I must call your attention to the fact that it is of highest importance that the German Company takes up the manufacture of the Edison accumulator. You know that the delay for working the Edison patent 137142 for the electrode with pockets containing the active mass, has expired some months ago. In order to keep this important patent valid, it will be necessary to take up the regular manufacture of the accumulator as soon as possible. Also with the view of successful carrying through the cancelment suit against the nickel iron combination patent, it is indispensable that the manufacture is so hastened that we have lots of batteries manufactured in Germany which show their practical value that Mr. Edison has made inventions of highest importance and that he therefore is entitled to every protection. Our Supreme Court has the highest esteem for inventions which can be shown to be of great practical value. I am very anxious with respect to the decision of the Reichsgericht in the matter of the cancelment suit of the Kölner Akkumulatoren Werke against the nickel iron combination patent, if the regular manufacture of batteries in Germany is not started in the next few months.

In connection with this I beg to say that the hearing before the Patent Office in the matter of this cancelment suit has been

been fixed on February 5th. I suppose that the Patent Office will make its decision in this hearing. We then can assume that a hearing before the Supreme Court will take place about the end of this year.

I enclose my debit-note in this matter, including the expenses paid to Mr. Schoop, to Professor Foerster etc. and beg to credit my account in this matter in accordance with same. With relation to this point I beg to say that Professor Foerster will still make a further charge for the work done in the last time. I find these charges rather somewhat big, however Professor Foerster is in somewhat bad humour that till now we have opposed to his publishing the results and experiments made by him. I think that we have no reason to retain the experiments relating to the change of concentration of the electrolyte and that we should consent to the publication of these experiments. I think that such publication would at the same time be a good way to raise the credit of the Edison accumulator over that of the Jungner accumulator because such publication would show that Jungner has nothing done and that Edison has been the first who has advanced the matter of the alkaline accumulator over the mere theoretical standpoint disclosed in the old French patent to Darrieus. I beg to send me your opinion relating to such publication of Professor Foerster.

Yours truly

3 copies
debit-note
translation.

Jan. 15,1906.

Dr. L. Sell,

Alexandrinenstr 137,

Berlin, Germany.

Dear Sir:-

Your cablegram of the 9th inst. was duly received, advising me that you have succeeded in having the Jungner patent No. 110,210 finally cancelled on the ground of non-working. This is first-rate, and Mr. Edison is particularly pleased at your success. Please accept my very best congratulations. If any decision in the matter has been rendered, kindly send me a translation thereof. Does this settle the matter, or can an appeal be taken?

With best wishes, believe me -

Yours very truly,

FLD/ARK.

Jan. 26th, 1906.

Dr. L. Sell,

Alexandrinenstr 137,

Berlin, Germany.

Dear Sir:-

CANCELMENT SUIT AGAINST JUNGNER PATENT NO.110210: Your favor of the 10th inst. has been received, accompanying the several documents referred to, and I thank you very much for the same. I shall expect to receive from you a copy of the decision of the Supreme Court when rendered, together with a translation thereof. In the future whenever you forward any documents that you regard of special interest, kindly always have them translated, because it is difficult to have this done effectively here.

Now that the Jungner patent is finally cancelled, I should imagine that the Kolner Akkumulatoren Werke Gottfried Hagen and the main company, the Akkumulatoren Fabrik Aktiengesellschaft Berlin-Hagen would be entirely willing to make a reasonable arrangement under which they would agree to withdraw from the manufacture of alkaline batteries and turn over to the German Edison Company such patents as they may have already secured, provided the latter are of any value at all. At this distance

tance

tance from Berlin, it is difficult to decide what should be done, but Mr. Edison has a very high opinion of Mr. Bergmann's judgment and abilities and is satisfied, therefore, to leave the matter entirely to him. I have, therefore, cabled you today as follows:-

"Satisultra,

Berlin.

"Edison leaves making agreement Berlin and Kolner Hagen to Bergmann's judgment. Explain situation to Bergmann. Postpone hearing February fifth, if possible. On what grounds is iron-nickel patent attacked."

(Signed) Dyer."

After sending the above cablegram, it occurred to me that Mr. Bergmann's authority in the premises might be too broad. No agreement should be concluded until the same had received Mr. Edison's approval. Consequently, I have just sent you a second cablegram, as follows:-

"Satisultra,

Berlin.

"Any agreement must have Edison's approval".

(Signed) Dyer."

Of course, Mr. Bergmann might decide that in view of all the facts, it would be better not to approach the Berlin-Hagen and

Kolner-Hagen Companies, although I see no objection to sounding these people as to what they would be willing to do.

You refer in your letter to the fact that the Kolner-Hagen Company has brought a Cancelment suit against the Edison Iron-nickel combination patent, No. 157,290, dated February 6th, 1901 (Folio 125). I do not remember having heard of this suit before, and therefore have asked you in my cablegram to advise me upon what grounds the patent has been attacked. I imagine that the ground of the cancelment suit is lack of patentable novelty or invention, since the patent does not require to be worked, according to my records) until November 7th, 1907. Of course, if Mr. Bergmann concludes that he should approach the Berlin-Hagen and Kolner-Hagen Companies, the first thing to do would be to postpone the hearing on this cancelment suit, now set for February 5th, since if an agreement is made, the suit would not be pressed, and I have made this suggestion in my cablegram.

You also refer in your letter to the fact that in your opinion "it is of the highest importance that the German Company takes up the manufacture of the Edison accumulator", since our patent No. 137,142 (Folio 67) required to be worked before September 27th, 1905. Mr. Bergmann, I understand, expects to sail for America on February 6th and will be here only about two weeks, and upon his return it is possible that active manufacturing operations may shortly be commenced. However, if you explain the situation to Mr. Bergmann, he will no doubt do everything that you may consider necessary in the way of actual manu-

facture, in order that our patent may not be successfully attacked. It has always seemed to me that the German Company has done all that could be expected of it in the way of working our patents, and has expended large sums of money in running its factory and equipping the necessary machinery, and has shown an earnest intention of going ahead with actual commercial operations in good faith. At the same time, the maintenance of the German patents rests with you and Mr. Bergmann, and Mr. Bergmann must do everything that you feel is necessary to keep the patents in force.

Yours very truly,

FLD/ARK.

HENRY A. DAVIS
JOHN E. McCALMONT
Attorneys and Counselors at Law
433 FIFTH AVENUE
PITTSBURGH, PA.

TELEPHONE 987 GRANT

MAR 12 1906

Pittsburg, Pa., March 9th, 1906.

Edison Storage Battery Co.,

Glen Ridge, N. J.

Dear Sirs:

A little more than a year ago I ordered from the Pope Motor Car Co., Indianapolis, through its agent, Mr. Anderson, of the Edgeworth Machine Co., Edgeworth, Pa., a Waverly Electric Automobile, which I had them manufacture especially for your battery, and had them purchase for me a battery which I placed in the machine. I did this on the strength of the claims made for the battery in your circulars issued to the public, and of the representations made by your agent Dadler at the St. Louis Exposition as to what the battery would do. For the purposes for which I wished to use the vehicle, it was of no use unless it would run at least fifty miles over first-class roads on a single charge, and I did not wish to be constantly repairing it and replacing plates.

The statements made to me by your Agent and by the circulars published by you, were to the effect that the battery would carry an automobile at least sixty-five miles over any kind of fairly good roads upon one charge, and was practically indestructible, that, is, that it would not wear out, but would be guaranteed for a year, and would probably be as good as new at the end of several years. Relying upon these representations and guarantees, I had the machine made specially equipped for your battery, and not of a shape suitable for the old form of batteries, at a cost to me of a little more than $1400. The best service I could get out of it upon a full charge, after having it under charge several times as long as you said was necessary to charge it, was about forty miles over perfectly smooth and level macadamized roads, being not quite equal to what my neighbors get out of a Sperry battery;

HENRY A. DAVIS
JOHN E. McCALMONT
Attorneys and Counselors at Law
433 FIFTH AVENUE
PITTSBURGH, PA.

TELEPHONE 967 GRANT

and in a short time the power of the battery ran down so that it would only run about ten miles. When I complained of this through Mr. Anderson, you very kindly sent me another battery of the same type, not quite as good as the first one, out of which I could get only a distance of about twenty-five miles, and informed me in your letters to him, which I have in my possession, that by the first of the year you would have manufactured and ready for delivery a battery which would more than come up to your representation and promises in relation to the former one, and that you would supply me with one of the new batteries in place of the old one. Upon the strength of this, I put the machine away and quit using it, waiting until I could get the new battery.

I find now by your letter of February 13th to Mr. Anderson that your new battery will not be ready until the end of the year 1906, and learn from your Mr. Bee, through Mr: Anderson, that the battery when made will not be of a shape adapted to use in my vehicle. I have on hands now the battery and vehicle stored away in my stable, and of no use whatever to me, representing a loss of over $1400, caused entirely by your failure to keep your promises in regard to your battery.

If you will return the money paid for the battery, I will return you the battery and will sell the vehicle without the battery for anything I can get for it and stand the loss upon it myself. If you will not return the money paid you for the battery and signify your intention so to do to me within ten days from this date, I will bring an action against your Company for the entire amount of my loss, namely, a little over $1400.

Yours truly,

Henry A. Davis

March 15,1906.

Henry A. Davis, Esq.,

433 Fifth Avenue,

Pittsburgh, Pa.

Dear Sir:-

Your favor of the 9th inst. to the Edison Storage Battery Company has been referred to me. I think it very probable that your battery may not have had proper attention at the garage, as we have found this to be the case in many instances. Possibly also, your vehicle may not be of the type that would give the best results in practice. Under the circumstances I do not see upon what theory you could expect to recover from the Storage Battery Company notonly the cost of the battery, but also the cost of the vehicle. At the same time, the company is willing to do anything that might be considered reasonable, in view of your disappointment. Of course, you will understand that having already sent you another battery in place of the one originally purchased by you, the company has incurred a very considerable loss, and since you have had more or less use of the second battery sent you

free of cost, I think that you ought to be satisfied to receive less than the cost price to you. Kindly let me know what you would be willing to accept as a satisfactory settlement. You understand, of course, that in making this proposition to you, I do so without prejudice to any defense which we might make in case the matter is not adjusted. I think upon reflection, you will see that the company is disposed to do anything within reason, and I hope you will meet me in the same spirit.

Yours very truly,

FLD/ARK.

[ATTACHMENT]

Letter from Mr. Davis making proposition to settle for four hundred and fifty dollars ($450.) and our letter accepting same, in possession of Mr. Randolph. Given to him on March 29th, 1906.

March 22,1906.

S. Bergmann, Esq.,

Berlin, Germany.

Dear Mr. Bergmann:-

My correspondent at Stockholm writes me that he is informed that one of the officials of the Swedish Patent Office, who has occasion to pass upon Mr. Edison's applications, is at the same time the legal adviser of Mr. Jungner and the Jungner Accumulator Company. Of course such a condition is simply outrageous and would account for a good deal of the difficulties we have had in Sweden. Can you give me the name of a reliable attorney in Stockholm, who understands English and with whom I can correspond regarding this matter?

Yours very truly,

FLD/ARK.

April 20,1906.

Aug. Hagelin, Esq.,

Drottninggatan 8,

Stockholm, Sweden.

Dear Sir:-

RE. HULTMAN: Your favor of the 7th inst. has been received and in accordance with your suggestion I beg to enclose a letter which you can show to the Director-in-Chief of the Swedish Patent Office. It seems to me that we ought to give the Patent Office the opportunity of correcting the present situation, and if we fail in this direction, we can take the public course proposed by you and bring the matter before the attention of your foreign department through the agency of the United States Minister. Mr. Edison suggests that possibly you might wish to consult with Dr. Roos, of whose judgment and opinion Mr. Edison has a very high regard.

Yours very truly,

FLD/ARK.

April 20,1906.

Aug. Hagelin, Esq.,

Drottninggatan 8,

Stockholm, Sweden.

Dear Sir:-

I have been informed that Mr. J. Ad. Hultman of the Swedish Patent Office is at the present time acting as counsel or legal advisor for Mr. Jungner, or the Jungner Accumulator Company. As such official, Mr. Hultman I understand, is obliged to, or at least entitled to, examine the various applications of Mr. Edison relating to storage batteries. As you know, the Jungner Accumulator Company have for several years been working on an alkaline battery of the same general type as that on which Mr. Edison has been working. Without questioning in any way Mr. Hultman's absolute honesty, it seems impossible, should any questions arise involving the relative rights of Mr. Edison or the Jungner Company, that he could help from being influenced, perhaps unconsciously, by reason of his connection as legal advisor for the Jungner Company. The dual position that Mr. Hultman is now filling certainly makes it very difficult for him to pass with absolute impartiality on Mr. Edison's applications. Furthermore, it is

of course very disturbing to Mr. Edison to be informed that a man so closely associated with the Jungner Company as to act as its legal advisor, is at the same time entitled to examine Mr. Edison's patent applications, which ought to be kept in secret, and the knowledge of which might be of great value to the Jungner people. It occurs to me that if you would explain this situation to the Director-in-Chief of the Swedish Patent Office, he might find a way to alter the present anomalous situation. It seems clear to me that some means should be adapted by which Mr. Hultman may be denied access to any applications filed by Mr. Edison relating to storage batteries.

Yours very truly,

FLD/ARK.

AUG. HAGELIN
CIVILENGINEER
Former examiner in the Royal Swedish Patent Office.
Member of the Society of Swedish Patent Agents.
PATENT-OFFICE
Drottninggatan 8, Stockholm.
Cable address: APPLICANT, Stockholm.
Telephones: RIKS- 3111.
ALLM. Br. 2944.

Stockholm July 23rd 190

FRANK L. DYER
AUG 6 1906
ORANGE, N.J.

Mr. FRANK. L. DYER.
Orange, N.J.
U.S.A.

Dear Sir,

re: Hultman-Jungner-Edison.

I am in possession of your favor of 28th ult. and beg to inform you that a Director in Chief for the Swedish Patent Office now has been nominated.

The Engineer in chief, with whom I have discussed in this case has, however, for a few days ago pr telephone informed me that Mr. Hultman has declared to him, that he after the organization of the new Jungner accumulator Company Ltd has nothing more to do with Mr. Jungner or the Jungner Company. In consequence hereof I ask you if you still whish me to bring the case before the new Director in Chief or not.

Awaiting your reply in this case I am, Dear Sir,

Yours truly

Aug. Hagelin

Aug. 31,1906.

Aug. Hagelin, Esq.,

Drottninggattan 8,

Stockholm, Sweden.

Dear Sir:-

Your favor of the 23d ult. was duly received, but answer thereof has been delayed owing to my absence from the office. In view of the fact that Mr. Hultman has no further connection with Mr. Jungner or the Jungner Company, I suggest that nothing further be done in this matter.

Yours very truly,

FLD/ARK.

Legal Department Records
Battery - Interference Proceeding

***Edison* v. *Jungner* (No. 22,153)**

This folder contains material pertaining to a Patent Office proceeding involving a storage battery application filed by Edison on October 31, 1900, and a competing application by Ernest W. Jungner. The selected items include the Patent Office notification of interference and the decision against both parties. Also included are a statement and a memorandum by Edison concerning his early work on storage batteries.

Copy sent Assignee.

2—213.

[INTERFERENCE.]

DEPARTMENT OF THE INTERIOR,

United States Patent Office,

Washington, D. C., October 2nd, 1902

U. S. Patent Office, MAILED, OCT 28 1902

Thomas A. Edison,

c/o Dyer, Edmunds & Dyer,

31 Nassau St., New York City.

Please find below a copy of a communication from the Examiner concerning your

application, Ser. No. 34,994, filed October 31, 1900:--

"Reversible Galvanic Battery".

RECEIVED OCT 29 1902 DYER, EDMUNDS & DYER.

Very respectfully,

22153

Room No. 149.

All communications should be addressed to "The Commissioner of Patents, Washington, D. C."

F. I. Allen.

Commissioner of Patents.

Your case, above referred to, is adjudged to interfere with others, hereafter specified, and the question of priority will be determined in conformity with the Rules.

The statement demanded by Rule 110 must be sealed up and filed on or before the 9th *day of* December, *1902, with the subject of the invention, and name of party filing it, indorsed on the envelope. The subject-matter involved in the interference is*

"1. In a reversible galvanic cell, an electrolyte which remains unchanged during all conditions of working, and two elements therein insoluble in such electrolyte, one element having an insoluble electrolytically-active oxidizable material and the other having an insoluble electrolytically-active depolarizing material,

"2. In a reversible galvanic cell, an electrolyte which remains unchanged during all conditions of working, an electrode carrying an electrolytically-active oxidizable material which in all conditions of use is insoluble in the electrolyte, and a second electrode carrying an electrolytically-active depolarizing material which in all conditions of use is also insoluble in the electrolyte.

"3. In a reversible galvanic cell, an electrolyte which remains unchanged during all conditions of working, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte and whose oxide is also insoluble therein, and a second electrode carrying an electrolytically-active depolarizing material which in all conditions of use is also insoluble in the electrolyte.

"4. In a reversible galvanic cell, an electrolyte which remains unchanged during all conditions of working, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte and whose oxide is also insoluble in the electrolyte, and a second electrode carrying an insoluble depolarizing metallic oxide electrolytically reducible to the metal, which is also insoluble in the electrolyte.

"5. In a reversible galvanic cell, an alkaline electrolyte, an

alkaline electrolyte, an electrode carrying an electrolytically-active oxidizable material which in all conditions of use is insoluble in the electrolyte, and a second electrode carrying an electrolytically-active depolarizing material which in all conditions of use is also insoluble in the electrolyte.

"6. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte and whose oxide is also insoluble therein, and a second electrode carrying an electrolytically-active depolarizing material which in all conditions of use is also insoluble in the electrolyte.

"7. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte and whose oxide is also insoluble in the electrolyte, and a second electrode carrying an oxygen compound of a metal also insoluble in the electrolyte.

"8. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte and whose oxide is also insoluble in the electrolyte, and a second electrode carrying an insoluble depolarizing metallic oxide electrolytically reducible to the metal, which is also insoluble in the solution.

"9. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte, and a second electrode carrying an oxygen compound of a metal also insoluble in the electrolyte.

"10. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active metal substantially insoluble in the electrolyte and capable of forming an oxygen compound also substantially insoluble in the electrolyte, and a second electrode carrying an electrolytically-active depolarizing material also substantially insoluble in the electrolyte."

Said subject matter involves claims 10, 11, 12, 13, 14, 15, 17, 16, 18 and 19, respectively, of your application, and claims 1, 2, 3, 4, 5, 6, 7, 8, 11 and 12, respectively, of an application for "Electrical Battery", by Ernest W. Jungner, of Stockholm, Sweden, whose attorney is Reginald Haddon, 18 Buckingham St., Strand, London, England, associate attorney, Henry Orth and Son, Washington, D. C.

November 6, 1902.

Thomas A. Edison, Esq.,
Orange,
N. J.

Dear Sir,-

As we already advised you, an interference has been declared with Jungner involving your application filed October 13th 1900 on copper-cadmium battery. The claims are very broad in scope, and cover practically all batteries having "an electrolyte which remains unchanged during all "conditions of working, and two elements therein insoluble "in such electrolyte, one element having an insoluble elec- "trolytically active oxidizable material, and the other hav- "ing an insoluble electrolytically active depolarizing mate- "rial". Other claims cover this broad feature when an alkaline electrolyte is used, and one of the claims covers a battery employing an alkaline electrolyte and "substantially insoluble" electrolytically active materials. If the claims can be sustained, the patent, if granted to you, will dominate the entire field, so that it is of the highest importance that you should prevail in the interference. Your preliminary statement requires to be filed on or before December 9th 1902. In order that we may prepare the statement, kindly furnish us with the following information:

1st.- When did you first conceive of the storage battery having an alkaline or other substantially constant electrolyte with insoluble or substantially insoluble active materials?

2nd.- When did you first explain this idea to others?

3rd.- When did you first commence experiments with batteries of this type, and what was the nature of the experiments?

4th.- When did you first construct a cell employing the invention, and what was the character of the cell?

5th.- When did you first make an operative battery employing the invention?

6th.- To what extent has the invention been reduced to practice, either with the copper-cadmium combination or with the iron-nickel combination, or with any other combination employing insoluble active materials?

Although we do not know anything about the Jungner case, we suspect that the application corresponds to Jungner's British patent No. 7893 of 1899. Jungner's corresponding Swedish patent was filed March 11th 1899. Under the practice therefore, if Jungner's application in this country corresponds with his Swedish and English patents, the U. S. application must have been filed before October 1899, or a year prior to your date. It is not unlikely that the application in this country may have been filed in March or April 1899, because the Swedish and English patents were filed in those months.

Kindly bear these facts in mind, as it may be necessary for us to overcome a date of filing as early as March 1899.

Yours truly,

FLD/AL

THOMAS A. EDISON,
PRESIDENT.

W. S. MALLORY
VICE-PRESIDENT.

1-7-21-1902 3M
J. F. RANDOLPH,
SECRETARY - TREASURER.

EDISON STORAGE BATTERY CO.,

EDISON LABORATORY,

TELEPHONE "311 ORANGE"

ORANGE, NEW JERSEY, 12/2/02/WSM/I.

RECEIVED
DEC 3 1902
DYER, EDMONDS & DYER.

Messrs. Dyer, Edmonds & Dyer,
31 Nassau Street,
New York.

Dear Sirs:--

I beg herewith to hand you a memorandum left with us last night by Mr. Edison concerning the invention of the Storage Battery:

"The invention was conceived in the Fall of 1897, about November. A great variety of methods and combinations for carrying out the invention were tested between November, 1897 and February, 1898. Full disclosures were made in November, 1897 to others."

"Experimental batteries embodying the invention were continuously made without any intermission from the date of conception up to the present time. "

We herewith enclose the original in Mr. Edison's handwriting.

Yours very truly,

W. S. Mallory V.P.

(Enclosure)

[ENCLOSURE]

Dec 1–1902

The invention was conceived in the fall of 1897—about November—

~~It~~ a great variety of methods & Combinations for carrying out the invention were tested between November ~~and~~ 1897 and February 1898— Full disclosures were made in Nov— 1897—to ~~a~~ others—

Experimental batteries embodying the invention were continuously made without any intermission from the date of Conception up to the present time —

IN THE UNITED STATES PATENT OFFICE.

THOMAS A. EDISON :
vs. : INTERFERENCE NO. 22,153.
ERNEST W. JUNGNER :

AMENDED PRELIMINARY STATEMENT OF THOMAS A. EDISON.

State of New Jersey,)
: ss.
County of Essex,)

THOMAS A. EDISON, having been first duly sworn, on oath doth depose and say that he is a party to the interference declared by the Commissioner of Patents on October 28th 1902 between his application for a patent filed October 31st 1900 Serial No. 34994 and an application filed by Ernest W. Jungner of Stockholm, Sweden; that he conceived the invention set forth in the declaration of interference in the fall of 1897, about the month of November of that year; that in the month of November 1897 he disclosed the said invention to others; that the invention is of such character that it cannot be illustrated by drawings, so that no drawings thereof have been made; that the invention was first actually reduced to practice in the month of November 1897; that from the month of November 1897 up to the present time a large number of experimental batteries embodying the said invention have been made and tested and their working and general efficiency noted; that up to the filing of the above mentioned application the invention had not been embodied in a complete commercial cell utilizing a plurality of plates, but during the past year a large number of commercial batteries have been made embodying said invention, which have been extensively used in an experimental way for the propul-

sion of automobiles; that a large plant has been constructed at Glen Ridge, New Jersey, for the purpose of manufacturing storage batteries embodying said invention, at which most of the full-sized commercial batteries referred to have been made; that up to the present time full-sized commercial batteries embodying such invention have not been manufactured for sale, although it is deponent's expectation that such batteries will be shortly put on the market; and that no model of the invention has been made as distinguished from the reductions to practice of the invention above referred to.

Sworn to and subscribed)
before me this 18 :
day of December 1902.)

Thos. A. Edison

Richard N. Dyer

Seal

December 29, 1902.

Leonard H. Dyer, Esq.,
908 G St., N.W.,
Washington, D.C.

Dear Sir,-

In the matter of the Edison-Jungner interference No. 22153, we are in receipt today of a notice from the Office fixing the times for taking testimony, under which Edison's testimony in chief must be closed February 16th next. When the writer was in Washington last week, he saw Mr. Witherspoon and directed his attention to a newly discovered reference which seems to us to anticipate all the counts of the issue. Mr. Edison does not, however, want to have the fact made a matter of record that this reference was called to the Examiner's attention by us. Mr. Witherspoon made a note of the reference and stated that the matter would be looked up by him. We wish you would see him and find out if anything has been done. If he regards the reference as anticipating the issue, then of course the interference will be suspended, but if he distinguishes the reference in any way from the issue, we will be put to the necessity of bringing up the reference on a motion to dissolve. Such motion must be made before January 16th. If Mr. Witherspoon concludes, upon reflection, that the new reference is not sufficient to warrant him in dissolving the interference on his

own motion, we wish you would let us know as soon as possible, in order that we may prepare a motion to dissolve.

Yours very truly,

FID/AL

2—253.

Room No. 149

All communications should be addressed to "The Commissioner of Patents, Washington, D. C."

DEPARTMENT OF THE INTERIOR,

United States Patent Office,

Washington, D. C., April 8, 1903., *190*

In Re Interference #22,153.

Thomas A. Edison,

v.

Ernst W. Jungner,

Before the Primary Examiner,

Division III

Thomas A. Edison,
C/o Dyer, Edmonds & Dyer,
31 Nassau St., New York City.

Ernst W. Jungner,
C/o Herny Orth & Son,
529 I St., City.

Please find below a communication from the Examiner in charge of Division ..... in regard to the above-cited case.

Very respectfully,

F. I. Allen.
Commissioner of Patents.

The above interference is before the Primary Examiner under Rule 126, being suspended to determine the pertinency and effect of French patent, 233,083, September 27, 1893, 3rd Ser., Vol. 87 - 2, class 12-6, page 65, Darrieus.

An inter partes hearing for the consideration of the reference was set by the Primary Examiner for April 4, 1903, at 10 A. M., and both parties notified thereof. Only Jungner was represented at such hearing, the representative of Edison failing to appear.

The French patent discloses an accumulator having an electrolyte which remains unchanged during all conditions of working, and as electrodes, material which under all conditions of charge and discharge are insoluble in the electrolyte. As specific examples are mentioned cells having (1) a positive-pole electrode of copper oxide, negative-pole electrode of bismuth and an electrolyte of potassium

or sodium hydrate, (2) a positive-pole electrode of copper oxide, a negative-pole electrode of cadmium and an electrolyte of potassium or sodium hydrate. (Other metals are also mentioned as capable of use, i. e., silver, gold, mercury, nickel, cobalt iron).

Each of these cells is a reversible cell, having an alkaline electrolyte unchanged during all conditions of working, an electrode carrying an electrolytically-active oxidizable metal (cadmium or bismuth) insoluble in the electrolyte, and whose oxide is also insoluble therein and a second electrode carrying an electrolytically active depolarizing metallic oxide (copper oxide), electrolytically reducible to a metal, which is also insoluble in the electrolyte, the density of the electrolyte being so chosen, that the copper oxide is not soluble therein.

The issue is, therefore, clearly unpatentable in view of this French patent, and the interference is hereby dissolved, on the ground that the claims involved are unpatentable to either party.

April 29, 1903, is fixed as the limit of appeal from this decision.

Legal Department Records
Battery - Case Files

Edison* v. *Witherspoon and Lewers

This folder contains material pertaining to a Patent Office hearing involving a patent for an improved alkaline storage battery, granted to Ernest Jungner on September 1, 1903. Edison objected to the patent and initiated proceedings against the examiners, Thomas A. Witherspoon and Albert M. Lewers, charging them with "incompetence, neglect of duty and maladministration of office." The selected items include Edison's petition; the petitioner's brief; letters from Edison to President Theodore Roosevelt; and correspondence between Frank L. Dyer and U.S. Senator John F. Dryden of New Jersey. Also included is the decision by Assistant Commissioner of Patents Edward B. Moore, which declared the Jungner patent invalid and reassigned the examiners to another division in the Patent Office while exonerating them from charges of malfeasance.

United States Senate,
COMMITTEE ON
RELATIONS WITH CANADA.

Newark, N. J., September 8th, 1903.

My dear Sir:-

I am much pleased to have met Mr. Frank L. Dyer, your patent lawyer, who presented your note of introduction this morning.

After hearing his explanation of the action of the Patent Office in the Jungner case, it would appear that a gross injustice has been done you and I have taken great pleasure in giving him a note of introduction to the Commissioner of Patents, which I hope will result in his obtaining a full hearing and in securing for you, full protection.

I would be much pleased to learn of the result of his interview with the Commissioner; and should any further assistance on my part be desirable, I hope you will not hesitate in calling upon me.

Believe me,

Very truly yours,

John F. Dryden
U. S. S.

Mr. Thomas A. Edison,
Orange, N. J.

[ENCLOSURE]

United States Senate,
COMMITTEE ON
RELATIONS WITH CANADA.

Newark, N. J., September 8th, 1903.

Dear Mr. Commissioner:-

Permit me to introduce Mr. Frank L. Dyer, the legal representative of Mr. Edison.

He calls to see you in connection with what is known as the Jungner case.

As Mr. Edison is one of my constituents, I am of course much interested in securing a full hearing for his representative, and I trust it will be found practicable to comply with his wishes.

Believe me,

Very truly yours,

John F. Dryden
U. S. S.

Hon. F. I. Allen,
Commissioner of Patents,
Washington, D. C.

TO THE HONORABLE ETHAN ALLEN HITCHCOCK,

SECRETARY OF INTERIOR.

SIR:-

Your petitioner, Thomas A. Edison, of Llewellyn Park, Orange, New Jersey, presents this, his complaint, against Thomas A. Witherspoon, a Principal Examiner in the United States Patent Office, and Albert M. Lewers, an Assistant Examiner in the United States Patent Office, hereafter referred to as "said Examiners", and charges the said Examiners with incompetence, neglect of duty and maladministration of office in connection with the grant of U. S. patent to Ernst W. Jungner for reversible galvanic battery, No. 738,110, dated September 1, 1903, wherefore your petitioner and the public generally has and have suffered great and irreparable injury, and to the reproach and scandal of the Patent Office.

Your petitioner represents that they, the said Examiners, have done and committed, or have caused to be done and committed, or have permitted to be done and committed, individually and jointly, the following acts and things, showing their entire unfitness for office and their incompetence and gross negligence, to wit:-

Charge 1. They, the said Examiners, issued the said patent, or permitted the issue thereof, containing the statement on the face thereof - "Original application filed April 17, 1899, Serial No. 713,428. Divided and this application filed June 23, 1902", when they, the said Examiners, and each of them, knew, or should have known, that the statement was false and misleading, and that no basis exists, or ever existed, in said application of April 17, 1899, for the description and claims of said patent.

Charge 2. They, the said Examiners, issued the said

patent, or permitted the issue thereof, containing claims which they, the said Examiners, and each of them, knew to be unpatentable, and which they, the said Examiners, and each of them, had declared to be unpatentable, and which the said Jungner had admitted to be unpatentable, all as disclosed by the official records of the Patent Office, and as will be more fully hereinafter set forth.

Charge 3. They, the said Examiners, issued the said patent, or permitted the issue thereof, notwithstanding the fact that the pretended invention thereof was inoperative and hence unpatentable, and notwithstanding the fact that said Examiners, and each of them, knew that said pretended invention was inoperative and unpatentable, and notwithstanding the fact that said Examiners, and each of them, had declared and acknowledged that said pretended invention was inoperative and unpatentable, all as disclosed by the official records of the Patent Office, and as will be more fully hereinafter set forth.

And thereupon your petitioner complains and says:

1. That on April 17, 1899, the said Jungner filed in the Patent Office the above mentioned application for letters patent, numbered serially 713,428, for an alleged improvement in electrical batteries, which application your petitioner is informed and believes corresponded identically with the application of said Jungner, filed April 14, 1899, for British patent No. 7,892 of 1899. The essential idea, as described in said application by Jungner, was "to produce an electrical element, whether for use as a primary or secondary element, in which, on charging or discharging, the electrolyte remains throughout the same both in quality and quantity". In order to realize this object Jungner referred to the necessity of employing an alkaline electro-

lyte with insoluble active materials. The battery then described by Jungner as his preferred embodiment consisted, when charged, of silver peroxide ($Ag_2 O_2$) on the positive or depolarizing pole, and metallic copper on the negative pole. On discharge the silver peroxide is reduced to the metallic condition, and the metallic copper is oxidized ($Cu_2 O$). Having described this preferred embodiment, making use of oxides or insoluble metals, Jungner then stated:

> "If there is used for the active mass of one of the electrodes a metal whose oxide forms a hydrate stable in alkaline solution, for example, $Fe (O H)_2$, the other electrode must be provided with an equivalent quantity of a metal hydrate, for example $Mn (O H)_4$, in order that when the current passes there may be no separation of a hydroxylhydrate without equivalent combination thereof at the other pole."

To illustrate this combination, assuming hydrates to be used, Jungner then referred to a reaction in which ferrous hydrate - $Fe (O H)_2$ - was employed on the negative pole, and hydrated peroxide of manganese - $Mn (O H)_4$ - on the positive pole, the battery being in a charged condition. This reaction also showed that when the battery was discharged the ferrous hydrate would be raised to ferric hydrate - $Fe (O H)_3$ - , while the hydrated peroxide of manganese would be reduced to a lower condition of oxidation - $Mn (O H)_3$. Jungner's combination was essentially a silver-copper battery, and his reference to ferrous hydrate and manganese perhydrate was done for the sole purpose of illustrating the principle of the reactions when hydrates are used. Such a combination is entirely inoperative in every sense, and that fact has been admitted by said Examiners, as your petitioner will show.

2. On October 31, 1900, your petitioner filed in the Patent Office an application for letters patent, serial number 34,994, on an alleged improvement in reversible galvanic batteries. In said application a battery was de-

scribed as having an unchangeable alkaline electrolyte, and with active materials consisting of finely divided metallic cadmium and finely divided oxide of copper in a charged condition, the cadmium on discharge being oxidized and the copper being reduced to the metallic condition. On October 28, 1902, an interference was declared in accordance with the practice of the Patent Office between the said applications of Jungner and of your petitioner, respectively, with the following issue:

"1. In a reversible galvanic cell, an electrolyte which remains unchanged during all conditions of working, and two elements therein insoluble in such electrolyte, one element having an insoluble electrolytically-active oxidizable material and the other having an insoluble electrolytically-active depolarizing material.

"2. In a reversible galvanic cell, an electrolyte which remains unchanged during all conditions of working, an electrode carrying an electrolytically-active oxidizable material which in all conditions of use is insoluble in the electrolyte, and a second electrode carrying an electrolytically-active depolarizing material which in all conditions of use is also insoluble in the electrolyte.

"3. In a reversible galvanic cell, an electrolyte which remains unchanged during all conditions of working, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte and whose oxide is also insoluble therein, and a second electrode carrying an electrolytically-active depolarizing material which in all conditions of use is also insoluble in the electrolyte.

"4. In a reversible galvanic cell, an electrolyte which remains unchanged during all conditions of working, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte and whose oxide is also insoluble in the electrolyte, and a second electrode carrying an insoluble depolarizing metallic oxide electrolytically reducible to the metal, which is also insoluble in the electrolyte.

"5. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active oxidizable material which in all conditions of use is insoluble in the electrolyte, and a second electrode carrying an electrolytically-active depolarizing material which in all conditions of use is also insoluble in the electrolyte.

"6. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electro-

lyte and whose oxide is also insoluble therein, and a second electrode carrying an electrolytically-active depolarizing material which in all conditions of use is also insoluble in the electrolyte.

"7. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte and whose oxide is also insoluble in the electrolyte, and a second electrode carrying an oxygen compound of a metal also insoluble in the electrolyte.

"8. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte and whose oxide is also insoluble in the electrolyte, and a second electrode carrying an insoluble depolarizing metallic oxide electrolytically reducible to the metal, which is also insoluble in the solution.

"9. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active oxidizable metal insoluble in the electrolyte, and a second electrode carrying an oxygen compound of a metal also insoluble in the electrolyte.

"10. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically-active metal substantially insoluble in the electrolyte and capable of forming an oxygen compound also substantially insoluble in the electrolyte, and a second electrode carrying an electrolytically-active depolarizing material also substantially insoluble in the electrolyte."

On December 31, 1902, the said interference was suspended by the Examiner of Interferences, and the files and papers were returned to the examining division "for the purpose of considering a newly discovered reference". On January 7th, 1903, the Examiner advised the parties to the interference of the discovery by him of a certain French patent to Darrieus, No. 233,083, dated September 27, 1893, and under the practice the parties were given the opportunity of discussing this patent and the bearing thereof on the interference issue. On April 8, 1903, the said Witherspoon, herein complained of, dissolved the said interference on the ground "that the claims involved are unpatentable to either party", since it clearly appeared that the Darrieus patent disclosed a storage battery of the general type for which both the said Jungner and your petitioner were seeking a patent.

3. In the year 1901 your petitioner brought out his new battery employing, when charged, hydrated peroxide of nickel on the positive or depolarizing pole, and metallic iron on the negative pole, and that combination was described in a large number of technical and trade journals, as well as in the proceedings of numerous scientific societies, both in this country and abroad, and was furthermore disclosed in many patents granted in this country and abroad, so that your petitioner's successful combination was well known to said Jungner. With your petitioner's iron-nickel battery, the metallic iron is oxidized during the discharging operation to form ferrous oxide (Fe O), and the hydrated peroxide of nickel is reduced, during the discharging operation, to a lower condition of oxidation. With the battery as used, and as it was fully described in the public records, the active materials were mixed with graphite so as to preserve electrical contact between the particles. Furthermore, with that battery the active materials were maintained in contact between perforated sheets of nickel or nickel-plated steel, so that contact would be preserved with the active materials, regardless of their expansion and contraction in use.

So far as your petitioner knows, he was the first to disclose a battery employing this combination in its operative form, he was the first to disclose the employment of electrolytically-active, finely divided iron in a charged condition, he was the first to disclose the idea of preserving contact between the particles of the active material on the negative pole by mixing graphite therewith, and he was the first to disclose the idea of a battery in which the active materials on both poles should be kept in contact between perforated sheets of nickel or nickel-plated steel.

4. In the development and commercial exploitation of your petitioner's improved iron-nickel battery, your petitioner and his assistants were engaged constantly and continuously for many months, and your petitioner and his associates have so far expended many hundreds of thousands of dollars on this work. A large number of applications for patents have been filed in the Patent Office at Washington, the battery has been described in many thousands of publications, and the public generally have been deeply interested in its actual development, so that the said Examiners were certainly put upon their inquiry in the examination of all cases having to do with batteries of this general type, and they were bound to exercise extraordinary care not to issue any improper patents, or patents which should unjustly deprive your petitioner of any of his rights, or which should act in the nature of a fraud and imposition upon the public.

5. On June 23, 1902, the said Jungner filed in the Patent Office the application for the before-mentioned patent, No. 738,110, on an alleged improvement in reversible galvanic batteries, and which was falsely represented as being a division of his said earlier application of April 17, 1899. This application was filed for the apparent purpose of describing improvements which had been invented by your petitioner, and which had already been disclosed by your petitioner in prior patents and publications well known to said Jungner, and the representation in said application that it was a division of an earlier application was made for the purpose of misleading and deceiving the public into the belief that the said inventive features which rightly belong to your petitioner had been, in fact, disclosed by said Jungner in his original application of April 17,

1899, at the time when the said application was filed. Not only was the said alleged divisional application in the nature of a fraud upon the public, and not only were the attorneys who filed and prosecuted the same active participants in that fraud, but the said Examiners, in failing to detect the fraudulent character of the so-called divisional application and in preventing the issue of the same as a patent, were culpabably negligent, grossly incompetent and so plainly lacking in that character of judicial judgment and scientific and technical skill that is required of Patent Office Examiners in general, as, for the good of the service, to require their removal from the positions which they now hold. The newly inventive features in the so-called divisional application which are not found in the original application of April 17, 1899, and which were in fact invented by your petitioner and disclosed by him in patents and publications granted in 1901, and the inclusion of which amounted to the introduction of such new matter as would prevent the said application of June 23, 1902, from being regarded as a division of the application of April 17, 1899, were the following:

(a) The reference to the electrolizing of the potassic hydrate solution "between two metal sheets indifferent in the same - for example, nickel".

(b) The statement that "there should be present at the cathode an element capable of giving up hydroxyl (O H) under the influence of the current, such as a suitable metal hydrate, and at the annode an element capable of taking up hydroxyl under the influence of the current, such as a suitable metal in finely divided condition".

(c) The reference to two British patents as offering a basis for manufacturing electrodes of hydrates of iron and manganese.

(d) The description of elaborate processes for manufacturing such electrodes.

(e) The reference to the use of graphite for admixture with the active mass.

(f) The statement that the active masses are confined between perforated plates of nickel and copper, respectively, when said original application referred only to the use of nets of such metals.

(g) The reference to an alleged reaction showing that the negative mass was formed, at least partly, of metallic iron when charged, and which became oxidized to the ferrous state on discharge, whereas in his said original application of April 17, 1899, Jungner referred only to the passage on discharge of ferrous hydrate to the ferric condition.

When said so-called divisional application was filed it was referred for action to said Examiners, in accordance with the usual practice, but, except to the extent of making purely formal and inconsequential objections relating to unimportant features, no objection whatever was made by said Examiners to the impropriety of said application, or to the false and fraudulent representation that it was in fact a divisional application, or to the unpatentable character of its claims, but said application was duly allowed and passed to issue by said Examiners without the citation of any references whatever, wherefore the public generally will be and have been deceived and misled, and the false and fraudulent impression and belief created that the said patent was intended to cover and does cover a broad and comprehensive invention.

In permitting Jungner to obtain a patent based upon an application which is so clearly and obviously not a division of the application of April 17, 1899, and which

was so clearly and obviously filed for the purpose of describing inventive features which were not described in said original application, but which were invented by your petitioner and described in patents granted to him, all as well known to said Examiners, the latter have been guilty of gross incompetence, carelessness and neglect of duty, to the reproach and scandal of the Patent Office, and to your petitioner's great and irreparable injury.

6. The said Examiners were also grossly incompetent and negligent in allowing the first, second, eighth and ninth claims of the said patent to Jungner, No. 738,110, for the reason that said claims cannot be distinguished in a patentable sense from the issue of the interference hereinbefore referred to, and which the Examiner had held was not patentable in view of the French patent to Darrieus. These claims cover broadly all batteries having alkaline electrolytes, and "electrodes therein having active masses of metallic oxygen compounds, said active masses insoluble in the electrolyte under all conditions of working". If these claims mean that metallic oxygen compounds exist at all times on both electrodes, then the claims cover the combination which the specification describes in a partly charged condition, because the specification states that in carrying the invention into effect one electrode is "a suitable metal in finely divided condition". Furthermore, in Jungner's original application, of which the said application of June 23, 1902, is alleged to be a division, reference is made to the prior Lalande secondary battery using an alkaline solution, and containing copper oxide on one pole and the hydrated protoxide of iron on the other pole. Such a combination complies absolutely with the requirements of the first two claims of the Jungner patent, as

well as of the eighth and ninth claims thereof, which latter claims were introduced for the purpose of harassing your petitioner and of creating the false and misleading impression that they cover operative combinations employing iron on one of the electrodes. Furthermore, the exact combination of elements referred to by Jungner in his said patent, and complying with all the claims thereof, was disclosed in 1883 in an article by George Leuchs, in "Centrallblatt fur Electrotechnik", page 500, with which the said Examiners should have been familiar. In thus granting claims to Jungner on combinations which the Examiner not only knew to be old, but which he had already declared to be old, and, moreover, which Jungner had himself declared to be old, the said Examiners were grossly incompetent and neglectful of their duties, or else wilfully conspired with the said Jungner to effect the issue of a patent in the nature of a fraud upon the public, and intended to harass your petitioner, and deprive him of his just rights, to your petitioner's irreparable injury and to the scandal and reproach of the Patent Office.

7. Your petitioner furthermore represents that during the prosecution of his said application filed October 31, 1900, the said Examiners cited as a reference against the claims thereof the said British patent to Jungner, No. 7,892 of 1899, which your petitioner is informed and believes corresponds identically with the said application of April 17, 1899. In order to determine the correctness of the statements made in said British patent, and also, as your petitioner is informed and believes, in the said application of April 17, 1899, your petitioner and his assistants endeavored to carry out the instructions of said patent and of said application, and found that the said statements

were false and misleading, since the battery which they describe was completely inoperative. Your petitioner, therefore, on October 10, 1901, filed in the Patent Office an affidavit of Robert Rafn in which the inoperative features of the Jungner battery were fully pointed out, and also an affidavit of your petitioner verifying and corroborating the statements of said Rafn, and in which your petitioner, among other things, said:

> "With an accumulator employing peroxide of manganese opposed to ferrous hydroxide, as suggested by Jungner, the peroxide of manganese is readily soluble in the potash solution to form a green manganate, while ferrous oxide, if oxidized to the ferric state, cannot possibly be again secured by reduction.
>
> "It is not a fact, as Jungner states, that insoluble active materials are used by him, neither is it a fact that any of the combinations suggested by him are practically preeminent.
>
> "What I have said above has been fully demonstrated by experiments."

In view of these affidavits the said Jungner patent was withdrawn as a reference to your petitioner's application, by which action the said Examiners admitted the correctness of your petitioner's criticisms and acknowledged the inoperativeness of the combinations referred to by Jungner. In granting a patent alleged to be based on the disclosure of April 17, 1899, and which the said Examiners knew to be completely inoperative and had acknowledged to be completely inoperative, they, the said Examiners, have been guilty of gross incompetence and negligence, to the reproach and scandal of the Patent Office, and to your petitioner's great and irreparable injury.

WHEREFORE, YOUR PETITIONER PRAYS that they, the said Examiners, the said Thomas A. Witherspoon and the said Albert M. Lewers, respectively, having been shown to be incompetent and grossly careless and neglectful of their

official duties, be declared unfit for the offices which they now hold, and from which your petitioner prays they be removed.

And your petitioner will ever pray etc.

Very respectfully,

Thomas A Edison

Attorneys & Counsel,
Columbian Bldg.,
Washington, D. C.

State of New Jersey, : ss.
County of Essex, :

Thomas Alva Edison, having been first duly sworn on oath, doth depose and say, that he has read the above petition, and that the facts recited therein are true, except as to statements made on information and belief, and as to such statements he believes it to be true.

Sworn and subscribed to before me this 30th day of September, A. D. 1903. : Thomas A Edison

Frank L Dyer
NOTARY PUBLIC, STATE OF NEW JERSEY,
COMMISSION EXPIRES FEBRUARY, 1908.

Nov. 25, 1903.

Hon. John F. Dryden,
United States Senate,
Washington, D.C.

Dear Sir:-

You will remember that some time ago I saw you in Newark, in Mr. Edison's behalf, in reference to a patent to Jungner, which had issued either by fraud or gross carelessness. I filed charges in the Patent Office against the Examiners who allowed this Jungner patent. The Commissioner of Patents has forwarded a letter to the Secretary of the Interior, recommending that the charges be dismissed, without a hearing. Although the Examiners undoubtedly wrote a report explaining their side of the question that report has not been disclosed by the Commissioner so that the action of the Secretary, if nothing is done, will be a mere affirmation of the Commissioner's action. So far as the Commissioner is concerned, it is clear to me that he is hushing up the complaint in order that there may be no scandal in his office. What I want done is to be given a hearing on the charges with the opportunity of seeing any reply that the Examiner may have made to the Commissioner in answer to the charges. I wish that you would see Secretary Hitchcock and urge upon him the importance of the matter in order that a fair hearing may be secured. If possible it would be

also desirable if Senator Kean could be interested with you. All that we want is a fair hearing and a full consideration of the entire case.

Yours truly,

EG

A. S. WORTHINGTON.
JOHN C. HEALD.
CHARLES L. FRAILEY.

WORTHINGTON, HEALD & FRAILEY.
COLUMBIAN BUILDING. 416 5TH STREET, N. W.
ROOMS 613 TO 616.

TELEPHONE EAST 674.

Washington, D. C., Nov. 30, 1903.

COPY.

Hon. Ethan A. Hitchcock,
Secretary of the Interior,
City.

Sir:-

Referring to our interview o few days ago with reference to the charges preferred by Mr. Thomas A. Edison against two of the examiners in the Patent Office and two attorneys practicing before the Department of the Interior, we now ask to be furnished with a copy of the report of the Commissioner of Patents, extracts from which are given in your letter to Mr. Worthington, dated November 21st, 1903 - also a copy of the report of the examiners to the Commissioner of Patents, which was before the Commissioner when he reached his conclusion and made his report .

We also ask to be informed whether any reply to the charges has been made by the attorneys in question, and, if so, we ask to be furnished with a copy of such reply.

Very respectfully,

M. E. CHURCH,

A. S. WORTHINGTON,

Attorneys for Thomas A. Edison

United States Senate,
COMMITTEE ON
RELATIONS WITH CANADA.

December 8th, 1903.

Dear Sir:-

I have just come from a long interview with the Secretary of the Interior, to whom I went with Senator Kean in behalf of Mr. Edison's interest in the Jungner patent.

The secretary called to his office Patent Commissioner Allen, who stated, with a good deal of fullness, the position of the Department and the action of the Department in connection with the case in question. Both the Secretary and the Commissioner informed me that the powers and duties of the examiners are largely of a judicial character and that under the law they have no authority to overrule the decision of the examiners.

The Secretary further informs me that a full hearing has been given to Mr. Worthington and others representing the interests of Mr. Edison and that he is about to communicate in writing to Mr. Worthington the decision in and status of the case. Before doing so, however, in order to show every courtesy and consideration to Mr. Edison, he has taken the somewhat unusual course of referring the matter to the legal advisers of his Department for their opinion and advice as to his authority to act.

The Secretary has promised to send me a copy of his letter to Mr. Worthington and upon its receipt I will forward the same to you. I regret to say, however, that from present indications it is not likely that I can secure consent to your request for a hearing before the Secretary and an opportunity to review the reply, if any, which might be made to such hearing.

I remain,

Very truly yours,

John F. Dryden

U. S. S.

Mr. Frank L. Dyer,
Care Mr. Thomas Edison,
Orange, N. J.

FRANK L. DYER
DEC
9
1903
ORANGE, N.J.

December 9,1903.

Hon. John F.Dryden,

United States Senate,

Washington, D.C.

Dear Sir:-

Your favor of the 8th instant has been received and Mr. Edison wishes me to thank you for your kindness in seeing the Secretary in his behalf. Will you also convey his thanks to Senator Kean.

As I before wrote you, the attitude of the Commissioner is arbitrary and antagonistic and in this matter the Secretary seems to be guided entirely by the Commissioner's views. Two misstatements appear to have been made by the Commissioner in his conversation with you.

It is true the duties of the Examiners are largely of a judicial character, but a charge of incompetence is not an appeal in a judicial matter, but is in the nature of an impeachment. No one would pretend to say that a judge guilty of incompetence or fraud could not be impeached and the same is true of the Examiners. Heretofore charges of incompetence and fraud against the Examiners have been frequently raised and have been patiently investigated and the persons bringing the charges have been given the opportunity of a hearing. The Commissioner attempts to inaugurate a star-chamber proceeding

and attempts to stifle any investigation in an insolent and arbitrary manner.

The second misstatement is "that a full hearing has been given to Mr. Worthington and others representing the interests of Mr. Edison". The only hearing that we have had so far was occupied in trying to convince the Secretary that a hearing on the merits should be had. We never had a hearing at which the merits were discussed and have never been furnished with the replies of the Examiners and attorneys in view of which the Commissioner recommended a dismissal of the charges. It is, of course, a most anomalous condition of affairs when the Commissioner attempts to pass upon the merits of our petitions without giving us the opportunity of considering the evidence on which he bases his decision. If the reports of the Examiners and attorneys are inconclusive or contain misstatements of fact, we certainly should have the opportunity of criticising them.

I make this explanation to you not in the expectation that you may be able to do anything further with the Secretary, but in order that you may see how far the Commissioner is willing to go in his opposition to Mr. Edison's interests.

Very respectfully,

File
Roosevelt

Dec. 10, 1903.

Sir:-

I have been before the Patent Office for thirty years and although I have felt sometimes that criticism on my part was warranted, I have been silent. Now I find that a great injustice has recently been done me, due ~~either to~~ to what I shall call incompetence ~~or fraud~~ on the part of two of the Examiners. I therefore requested the Patent Commissioner to investigate the matter, as has been often done before, as I wished to avoid the expense, annoyance and publicity of dragging the matter through the courts. The Commissioner, however, has taken an arbitrary and practically antagonistic position, and refuses to investigate the case in a proper and orderly manner, but attempts to stifle the affair without giving me a hearing.

I appeal to you in order that justice may be done. If the Commissioner will carefully investigate the case, furnish me with the results of his investigation and grant me a patient hearing, the whole matter can be settled within the Patent Office. It seems to me that I am entitled to such an investigation, and if I can prove that an ~~outrage~~ injustice has been done, I shall be satisfied.

Very respectfully,

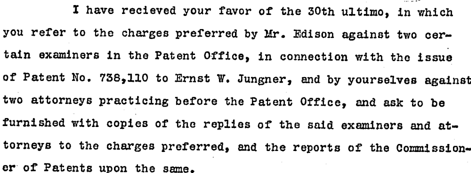
Thos A Edison

To the President.

December 12, 1903.

Messrs. Melville Church
and A. S. Worthington,
Attorneys for Thomas A. Edison.

Gentlemen:



I have recieved your favor of the 30th ultimo, in which you refer to the charges preferred by Mr. Edison against two certain examiners in the Patent Office, in connection with the issue of Patent No. 738,110 to Ernst W. Jungner, and by yourselves against two attorneys practicing before the Patent Office, and ask to be furnished with copies of the replies of the said examiners and attorneys to the charges preferred, and the reports of the Commissioner of Patents upon the same.

In reply I have to say that it seems to me proper and necessary to decline compliance with your request, for the following reasons:

(1) The charges preferred against these examiners appear to have been fully and patiently considered by the Commissioner of Patents, after hearing the responese of said examiners, resulting in the conclusion that they have not in any respect exeeed their powers or wrongfully exercised their judicial discretion in the allowance of the Jungner patent.

(2) In the administration by the Department of matters arising within the different bureaus over which it exercises control, it is a recognized principle that the Department will not im-

terfere with the action of the officers in charge of such bureaus in the discharge of their ordinary duties except where it is apparent that the official discretion vested in such officers has been clearly abused, and it is not shown that there has been such abuse of discretion herein as to warrant interference.

(3) The communication which pass between officials of the Department in the process of determining whether certain of them are liable to censure or dismissal by their executive superiors are usually confidential in character and consequently the Department does not recognize the right of any person to be informed of their subject matter, and this case seems to be no exception to the rule.

Regretting that I cannot accomodate you in this instance, I have the honor to be,

Very respectfully,

E. A. Hitchcock,

Secretary.

United States Senate,
COMMITTEE ON
RELATIONS WITH CANADA.

December 14th, 1903.

My dear Mr. Dyer:-

Referring again to the Jungner patent matter, I beg to enclose herewith copy of the President's letter to the Commissioner of Patents, which I would thank you to return after reading and treat as confidential.

Believe me,

Very truly yours,

John F. Dryden U. S. S.

Mr. F. L. Dyer,
Care Mr. Thomas Edison,
Orange, N. J.

(Enclosure)

[ATTACHMENT]

(Copy)

Personal.

WHITE HOUSE,
WASHINGTON.

December 11,1903.

My Dear Sir:-

Thomas A.Edison is a man who has done much for this country, and whatever can properly he shown him in the way of courtesy I should be glad to have you show. He has a case now before you. I, of course, wish it decided simply on its merits; but I ask you personally and thoroughly to investigate the case, to furnish Mr. Edison with the results of your investigation, and then grant him a full hearing.

Very truly yours,

THEODORE ROOSEVELT.

Hon. Frederick I.Allen,
Commissioner of Patents.

Re. Jungner.

February 3,1904

Messrs. Harris & Mills,

23 Southampton Building,

London,W.C., England.

Gentlemen:-

I am in receipt to-day of a cablegram from Mr. Dick as follows: "Give exact reason asking Jungner's specification. Comptroller demands this,being unusual. Write Mills fully."

My reason for requiring the certified copy of Jungner's original specification of patent No. 1684 of 1902 is this: Jungner, as you know, has done everything possible to embarrass and harass Mr. Edison, and has opposed the grant of our patents in Germany, Austria, Hungary, Sweden and Great Britain. He has now transferred his operations to the United States and on September 1, 1903 secured a patent at Washington containing claims which, on their face, might be considered as broad enough to cover the Edison battery.

The grant of this American patent was procured either by collusion between Jungner's attorney and the Patent Office examiners or by imposition on the Patent Office, and as a result of this patent I have now pending before the Patent Office here, charges against the Examiners to have them removed and against Jungner's

attorney to have him disbarred. It is evident from an examination of the Patent Office records here that the American patent in question issued on a specification which has been changed after filing, so as to include practically a different invention from that originally disclosed.

Now it appears that similar tactics were followed by Jungner in connection with his British patent 1684 of 1902. Since that patent is alleged to be based on a prior Swedish patent, I infer that the Swedish application corresponds to the British patent as issued. This being so, the original British specification was clearly for a different invention than described in the Swedish specification, and it was for this reason, I imagine, that the British Patent Office required Jungner to limit his British patent to the subject-matter disclosed in the Swedish case.

I am securing a certified copy of the original Swedish application, and wish to have a certified copy of the original British application, in order that I may show to the Patent Office at Washington that the same tactics which Jungner successfully carried out in this country were attempted by him in Great Britain.

You will therefore see that it is quite essential that I should have a certified copy of the original British case. It might be also a good thing if you can secure a certified copy of the Swedish application filed by Jungner in the British Patent Off-

ice and which, I suppose, corresponds with the British patent as issued. At any rate, I want a certified copy of the original British specification for use before the Patent Office at Washington. I hope when you explain these facts to the Comptroller, that you will be successful in securing this certified copy.

Yours very truly,

FLD/MM.

Jungner. February 15/04.

H.E.Dick, Esq.,

c/o Brown, Shipley & Co.,

London, England.

Dear Mr. Dick:-

As you know we are making efforts in the direction of having Jungner's U.S. patent declared invalid. I want to show that Jungner has opposed us in every possible way. Mr. Edison tells me Jungner has circulated a number of letters or pamphlets in which the Edison battery is decried and Jungner's work lauded. Please send me such of these circulars as you may have at hand giving me, if possible, their sources of publication. I shall like to have this information as soon as possible as the hearing in the Patent Offuce comes on about the 1st of April.

Yours very truly,

FLD/HGW

Jungner matter.

April 5th,1904.

Thos. A. Edison, Esq.,
Fort Myers,
Fla.

Dear Mr. Edison:-

I returned to the office today from Washington. The Jungner case was argued yesterday before the Assistant Commissioner of Patents and Mr. Billings, his Law Clerk. Mr. Billings knows something about chemistry, and for this reason sat with the Assistant Commissioner. The hearing lasted from 10 A.M. to 3 P.M., and arguments were made by Mr. Worthington, Mr. Church and myself. Before presenting the case, we asked the Assistant Commissioner whether he intended merely to make a report on which the Commissioner could base a decision, or whether he intended to decide the case himself. He said that he was going to decide the case and that the Commissioner had promised him to approve whatever decision the Assistant Commissioner might make.

If the Assistant Commissioner decides the case on his own responsibility, itwill be in our favor, because he understands what the facts are. If, however, he influenced by the Commissioner he may attempt to whitewash the examiners.

I feel that the Assistant Commissioner has been treated so contemptuously in the past by the Commissioner, that he will be glad of the opportunity to do something on his own responsibility.

Both Mr. Worthington and Mr. Church expressed the opinion that the hearing was as favorable as they could wish.

Under separate cover I send you a copy of my Brief, which I think makes the points quite clear.

Yours very truly,

FLD/ARK.

Legal Box 172

IN THE

United States Patent Office.

IN THE MATTER
OF
Charges Preferred by THOMAS A. EDISON against T. A. WITHERSPOON and A. M. LEWERS.

Before the Honorable Assistant Commissioner of Patents.

BRIEF IN SUPPORT OF THE CHARGES.

WORTHINGTON, HEALD & FRAILEY,
Attorneys for Edison.

C. G. BURGOYNE, Walker and Centre Streets, N. Y.

In the United States Patent Office.

IN THE MATTER OF Charges preferred by THOMAS A. EDISON against T. A. WITHERSPOON and A. M. LEWERS.	Before the Honorable Assistant Commissioner of Patents.

Brief in Support of the Charges.

The complaint filed with the Secretary of Interior against Messrs. Witherspoon and Lewers, charges them—

> "with incompetence, neglect of duty and maladministration of office in connection with the grant of U. S. patent to Ernst W. Jungner, for reversible galvanic battery, No. 738110, dated September 1, 1903, wherefor your petitioner and the public generally has and have suffered great and irreparable injury, and to the reproach and scandal of the Patent Office".

Specifically, the charges are threefold:—

FIRST—The Examiners in question allowed the Jungner patent to issue when they knew, or should have known, that such issue was fraudulent.

SECOND—The Examiners allowed the said patent to issue containing claims which they knew were un-

patentable, and which in fact they had declared to be unpatentable, and which Jungner himself had admitted were unpatentable.

THIRD.—The Examiners granted the said patent for an inoperative invention, which fact had been previously brought directly to their attention and acknowledged by them.

In order that the Examiners' position might be disclosed and every opportunity offered for a justification of their actions, the petition was made as specific and elaborate as possible, and fully explained Mr. Edison's complaint and the grounds therefor. This explanation is found in the several specifications (p. p. 2–12) following the formal charges. The prayer is that the said Examiners " be declared unfit for the offices which they now hold, and from which your petitioner prays they be removed."

Unpleasant as such a procedure as this naturally is, it is a duty which must be performed. If there are incompetent Examiners in the Patent Office that fact must be disclosed, and we confidently believe that the present administration will assist us in the unpleasant task. Not only Mr. Edison, but many other inventors, have had and will have numerous applications on storage batteries pending before this Office, and it is manifestly unfair to them, and to the public generally, not to receive the benefit of intelligent examinations by Examiners who are fully competent to pass on the questions involved. It may be said with entire safety that perhaps no class of invention is so complex and imperfectly understood as storage batteries. Very involved chemical and electrical phenomena are encountered in their operation, and their mechanical construction is frequently complicated. Although the original Planté battery was invented more than thirty years ago, the real operations which take place are even now but slightly comprehended, and in fact the experts are not agreed as to the reactions which occur therein.

Certainly in the consideration of applications on new

inventions in this class, the very highest technical skill and ability should be provided by the Office. Yet the fact is, that owing to the system of promotion in the Patent Office, the two gentlemen here involved were put in direct charge of this extremely difficult class without either having had any previous official experience with storage batteries or analogous devices, or so far as we know any practical or even theoretical experience with the same.

Such a condition of affairs is not calculated to give to inventors the kind of examinations that they are entitled to have, and mistakes would necessarily be expected. In the present case a most grievous wrong has been done, due to a combination of absurb blunders, in which the Examiners have shown an entire unfitness to remain in their present positions, however competent they may be to pass on inventions relating to bottles, boxes and similar mechanical structures. They have failed to follow the correct practice in a very important respect, whereas if the practice had been followed the Jungner patent would not probably have issued, and they have shown an entire lack of judgment in passing upon claims. It was expected that in view of the elaborate nature of the charges and of Mr. Edison's evident good faith in seeking to have the whole truth brought out, that the Examiners would at least endeavor to explain their position and meet the charges in full, or if not, to admit their error. We find, however, that the Examiners instead of taking the frank position which a confidence in their defense would naturally beget, seek to justify themselves by a mere formal denial of the charges, and an assertion that the Jungner patent was properly granted. They do not admit that a single error has been made by them, but they assert after having fully reconsidered all the facts in the light of the present complaint, that the Jungner patent was properly granted. From this, we assume that if the Jungner application were still pending, the patent would even now be granted by the Examiners; at least, no other conclusion can be drawn

from their answer to the charges. The issue therefore is clearly drawn. The Commissioner is called upon to determine whether in view of all the circumstances set out in the petition, the Examiners in granting the Jungner patent exercised that degree of skill and judgment required of them; and also whether the Examiners assertion, in view of all the facts, that they still believe the Jungner patent to have been properly granted is indicative of their fitness.

Charge I.

The substance of the charge is that in granting the Jungner patent in question, they permitted the patentee to refer to it as a division of an earlier application of April 17, 1899, when as a matter of fact, no justification ever existed for such a reference. The situation in brief is, that in the original application, a certain very narrow invention was disclosed; subsequently, Mr. Edison brought out his perfected commercial battery, and after that, Jungner under the guise of a divisional application—wherein new matter of the baldest character was injected by the wholesale—was granted claims which on their face, at least, can have been designed for no other purpose than to cover the Edison battery.

Jungner's Original Application.

In the oath Jungner refers to prior Swedish and German applications of March 11th and 30th respectively, which have now issued—Swedish patent No. 10177 and German patent No. 110210. The patents correspond with British patent No. 7892 of 1899 and since the latter tallies exactly with such portions of the original applications that have been furnished us as offering an alleged basis for the so-called divisional application, we are safe in assuming that the original

application of April 17, 1899, is substantially the same as this English patent. We are thus able to determine with certainty just what Jungner's invention was at the date of his original application.

He first refers to the fact that with prior cells "chemical alterations" occur in the electrolyte. In the case of Lalande's battery (copper oxide, hydrated protoxide of iron in alkali) the electrolyte does not change in quality, but only "alters in degree of concentration." Jungner's object was to produce a cell wherein at all times "the electrolyte remains the same both in quality and quantity." In this way "its relative weight can thus be reduced to a minimum." Later on we see what Jungner means by a minimum weight of electrolyte, because in describing his actual battery he says the "electrodes are separated from one another by porous asbestos paper * * * the paper being soaked in the alkali hydrate solution." In order that this object may be realized, Jungner lays down the following essentials:

> "The electrolyte must be one which under all circumstances of electrolysis only suffers separation of its solvent, water. The active materials must be capable of taking up or giving up oxygen (or hydroxyl) direct. The inactive holders of the active material should not be attackable by the oxygen or the hydrogen developed. The above is founded therefore on the simple transfer of oxygen (or hydroxyl) from one active material of the one electrode to the other active material on the other electrode and from the latter to the former."

He then proceeds to give examples, first, of batteries wherein a transfer of *oxygen* takes place, and second, wherein a transfer of *hydroxyl* (O H) takes place:

(1) "As active materials *insoluble oxides* of metals or finely divided (chemically or electrolytically precipitated) metals are used." In one case copper oxide

is opposed to metallic copper, the oxide being reduced on charging and the copper oxidized, but such a combination was mentioned only as an example, since no useful voltage would be obtained therefrom. Jungner's real battery and the one which he experimented with prior to Edison's work, employed silver peroxide ($Ag_2 O_2$) on the positive pole, opposed to metallic copper on the negative pole, the peroxide being reduced, first, to the oxide state ($Ag_2 O$) giving from .95 to 1 volt, and then to the metallic state, giving from .65 to .70 volt, and the metallic copper being oxidized to the cuprous oxide ($Cu_2 O$). The active materials are described as being pressed in powered form in *nets* of nickel and copper wire.

(2) Since the original reference to the transfer of hydroxyl is short, and since it comprises the entire basis for the so-called divisional application, we quote the matter in full:

> "If there is used for the active mass of one of the electrodes a metal whose oxide forms a hydrate stable in alkaline solution, for example, Fe $(O H)_2$, the other electrode *must* be provided with an equivalent quantity of a metal hydrate, for example, Mn $(O H)_4$ in order that when the current passes there may be no separation of a hydroxylhydrate without equivalent combination thereof at the other pole. With such hydroxyl combinations in the active mass the reaction is as follows: $Fe (O H)_2 + K O H + Mn (O H)_4 = Fe (O H)_3 + K O H + Mn (O.H.)_3$. On charging the reaction is reversed. It will also be seen that the liquid remains unchanged and there is only a transfer of hydroxyl from one electrode to the other."

In other words, when a stable metal hydrate, for instance, ferrous hydrate—Fe $(O H)_2$—is used on the negative pole, a metal hydrate, for instance, manganese

per-hydrate—Mn $(O H)_4$ *must* be used on the positive pole. When such a combination is discharged the ferrous hydrate is to be raised to the ferric state—Fe $(O H)_3$—and the manganese per-hydrate is reduced to the manganic state—Mn $(O H)_3$

The petition (p. 3) states:

> "Junger's combination was essentially a silver-copper battery and his reference to ferrous hydrate and manganese perhydrate was done for the sole purpose of *illustrating the principle* of the reactions when hydrates are used. Such a combination is entirely inoperative in every sense, and that fact has been admitted by the Examiners having charge of said application."

This statement is denied by the Examiners in their answer (p. 2).

In support of our contention in this respect, we refer to an opposition raised by Jungner to the grant of Edison's Hungarian patent, in which Jungner said:

> "I have mentioned in the specification of my patent several of such active masses, amongst which hydrated ferrous oxide, *which oxidizes into hydrated ferrous peroxide when unloading* in consequence of the transfer of the oxygen to the negative electrode. I have, however, mentioned in my patent the employment of hydrated ferrous oxide *only by way of example,* when I clearly stated in my claim that the electrodes may be made from any material which is not mechanically soluble in the electrolyte employed, neither at a low, not at a high degree of oxidation, but possesses the property of absorbing oxygen."

This statement of Jungner is important in two respects; first, in that the reference to hydrated ferrous oxide was "only by way of example," and second, because Jungner here specifically refers to the passage on

discharge of the ferrous hydrate to the ferric or peroxide state. A properly certified copy of Jungner's statement will be produced at the hearing.

Recapitulating the Jungner battery, as originally disclosed, we find the following characteristics thereof:

(*a*) Primarily it was to be extremely light. "This relatively high efficiency for so small a weight arises, first, from the small weight of the electrolyte, second, since the carriers are relatively light, and thirdly, the active masses form the greatest part of the weight of the accumulator" (English patent, page 6). Or in other words, the electrolyte remains unchanged, and hence a minimum amount can be used; the active masses are supported in *nets* of nickel or copper *wire*; and, the active masses are used *alone*, and are not mixed with conducting substances or other non-active materials, as we shall show is done with the Edison battery. This latter peculiarity becomes possible with the Jungner battery, as actually constructed, for the reason that both copper and silver oxides, as well of course as the metals themselves, are conductors, and hence special conducting material for admixture with the active masses was not absolutely necessary.

(*b*) When a transfer of oxygen takes place, insoluble oxides of metals are used, such as, silver, copper, silver peroxide, silver oxide or copper oxide, all of which are mentioned.

(*c*) When a transfer of hydroxyl takes place, a metal *hydrate* "*must*" be used on each pole, such as ferrous and ferric hydrates and manganese hydrates and perhydrates.

(*d*) It is to be particularly noted that although the original disclosure contemplated the use of an oxide opposed to a *metal*, it only contemplated the use of a *hydrate* opposed to a *hydrate*.

(*e*) It is also to be noted that the original disclosure particularly recognized the prior use of a *hydrate* (hydrated protoxide of iron or ferrous hydrate) opposed to an oxide (copper oxide) in the Lalande accumulator.

(*f*) Next, the only carriers described originally were

nickel and copper *nets*, which were referred to as "relatively light."

(*g*) Finally, the active masses are described *always as being used alone*. In fact, when Jungner said originally that "the active masses form the greatest part of the weight of the accumulator," he practically excluded the use of a non-active conducting substance for admixture with the active masses.

Edison's Battery.

The third specification of the charges states:

> "In the year 1901 your petitioner brought out his new battery employing when charged, *hydrated peroxide of nickel* on the positive or depolarizing pole, and *metallic iron* on the negative pole, and that combination was described in a large number of technical and trade journals, as well as in the proceedings of numerous scientific societies, both in this country and abroad and was furthermore disclosed in many patents granted in this country and abroad, so that your petitioner's successful combination was known to said Jungner. With your petitioner's iron-nickel battery, the *metallic iron* is oxidized during the discharging operation to form *ferrous oxide* (Fe O) and the hydrated peroxide of nickel is reduced during the discharging operation, to a lower condition of oxidation. With a battery as used, and as it was fully described in the public records, the active materials were *mixed with graphite so as to preserve electrical contact between the particles.* Furthermore, with that battery the active materials were maintained in contact between *perforated sheets* of nickel plated steel, *so that contact would be preserved with the active materials, regardless of their expansion and contraction in use.*"

Among the patents describing the Edison battery, were British patents No. 2490 of 1901 and No. 10505

of 1901 and U. S. patents No. 678722 dated July 16, 1901 and No. 701804 dated June 3, 1902.

It is not necessary to elaborately explain the invention as described in these patents, since the patents speak for themselves. Suffice to say, that the Edison battery was practically achieved only after many thousand experiments had been made, taking months of time, and costing hundreds of thousands of dollars. Even after iron and nickel were selected as the desirable elements enormous difficulties were encountered in the efforts to make the materials electrolytically active, and in the patents above referred to, Mr. Edison explains some of these difficulties.*

The patents referred to issued in 1901 and unquestionably were known to Jungner as he has kept track of Mr. Edison's work and has opposed him wherever possible. The first patent was certainly known to Jungner in 1901, because he opposed its issue at London, without success, and is now attempting the same thing in Germany, Sweden and other European countries.

* "My attempts to utilize iron as the oxidizable element in an alkaline reversible battery were for a long time frustrated by the facts, determined only after exhaustive experiments, that dried oxids of iron were not reducible to any extent by the current; that spongy iron reduced by hydrogen from different iron salts was not oxidizable to any considerable extent by the current; that the hydrates of iron were very bulky and difficult to use without drying, which operation effected some obscure change therein to render them nearly inert in the presence of the reducing current; that bulky ferric oxid was not capable of any considerable reduction by the current, and finally, that ferrous oxid, though easily reducible, was very difficult to prepare on account of atmospheric oxidation. * * * The reason why nickel hydrate is preferably used instead of other compounds of nickel, is that the metal itself when finely divided (as obtained by reducing a nickel compound by hydrogen or electrolysis) is not oxidizable to any considerable extent when subjected to electrolytic oxidation in an alkaline solution. The sulfid of nickel is not decomposed by electrolysis under the conditions of battery work, and the sulfid of cobalt only imperfectly. Hence, the hydrates are the most available compounds for use" (Edison U. S. patent No. 678,722, page 2, lines 81 *et seq.*, and page 3, lines 84 *et seq.*).

The peculiarities of the Edison battery which require consideration in the present case are the following:

FIRST. The most important characteristic, and the one which must be particularly borne in mind in considering Jungner's imposition on the Patent Office, is this:

The iron on the negative pole when charged, is *metallic*; and when discharged, it becomes oxidized to a *very low condition of oxidation*, probably the *ferrous state*, certainly no higher, and possibly, to even a lower state—Fe_2O. This is the great secret of the activity of iron for storage battery work—the passage from the *metallic* to the *ferrous* states, and *vice versa*; and not between the *ferrous* and *ferric* states, as described by Jungner, and obviously adopted by him from the Lalande battery to which he refers.*

SECOND. In order that conductivity between the active particles may be secured, *both* masses are formed by mixing the metallic iron or nickel hydrate, with from 25 to 40 per cent. of *graphite*—the latter being non-active, entirely insoluble and unaffected by electrolysis. If such a conducting material is not used, the combination will be entirely inoperative, since both *ferrous oxide* and *nickel hydrate* are non-conductors.

* "I have also discovered a new oxidizable element for use in these batteries, which is of light weight and of relatively low cost of production" (British patent, Edison, No. 2490 of 1901, p. 1, l. 22)

"The element will then be ready for use when the iron has been reduced to the *metallic state*" (p. 2, l. 17).

"In my prior application No. 2490 of the present year, I used as the oxidizable element, a compound from which the *charging current would produce finely divided iron.*" (British patent, Edison, No. 10505 of 1901, p. 1, l. 20)

"As I have explained in my said prior application, *ferrous oxide of all the compounds of iron is alone capable of being practically reduced to the metallic state electrolytically in alkaline solution.*" (p. 1, l. 28)

THIRD. It is evident that a mass of metallic iron in taking up considerable oxygen will increase in bulk, and that a mass of nickel perhydrate parting with oxygen will be reduced in bulk. Thus in the operation of the Edison battery, the masses swell and contract—the negative mass contracting during charging, and the reverse effects taking place in the positive mass. Now in order that these changes in volume of the active masses might not affect the conductivity with the supports therefor, Mr. Edison adopted the brilliant expedient of carrying the active masses between *highly elastic perforated plates*, made of nickel or nickel plated steel, so that the elasticity of the plates will keep them always in contact with the active masses regardless of the condition of bulk of the latter.

Mr. Edison's second British patent (p. 4, l. 52 *et seq.*) says :

> "a contraction of the active material takes place, and if the walls of the pocket were not elastic, so as to contract with the active material, the result would be to seriously affect the character of the contact between the active material and the pocket walls. By making the pockets of spring steel as explained, they contract with the contraction of the active material, so as to always maintain a good electrical contact therewith."

This was an absolutely new suggestion.

These three characteristic features of the Edison battery made an alkaline battery a possibility—the use of metallic iron, of graphite to preserve conductivity between the particles, and of perforated elastic plates to preserve contact with the active masses as a whole. So far as Jungner's original disclosure is concerned we find nothing therein that can be considered even a hint at one of these necessary features. Certainly no reference is made to *metallic* iron, or to the passage of *metallic* iron to the ferrous state, since Jungner only refers to *ferrous* and *ferric* hydrates, and these only in connection with a description which necessarily assumes the employment of *hydrates on both poles at all times.*

The Examiner cannot have regarded Jungner's disclosure as contemplating the use of metallic iron, because in Edison's U. S. Patent No. 678,722, metallic iron is claimed broadly both in its charged and discharged condition, as appears from a consideration of the following claims thereof :

> "1. An active oxidizable element for an alkaline reversible galvanic battery, comprising a conducting support, and *electrolytically-active, finely-divided iron* carried thereby, and *capable of being oxidized on discharging*, substantially set forth.
>
> "7. An active de-oxidizable element for an alkaline reversible galvanic battery, comprising a conducting support, and an oxide of iron carried thereby *electrolytically reducible to the metallic state upon charging*, substantially set forth."

Certainly we find in the original disclosure, no reference to graphite because neither that word nor its equivalent appears therein. When Jungner described his active masses as being "in powder * * * made to adhere by any suitable binding material", he was as specific as he intended to be, and *at that time* his invention *went that far and no further.*

Finally, there was nothing in the original disclosure which could be regarded as suggestive of the employment of perforated elastic plates, because reference was made solely to wire *nets* which are notoriously unelastic.

So far as Jungner was concerned, therefore, we gave him no thought. He had merely suggested a possibility (which it now appears was suggested years before) and Edison had accomplished the *actual realization.* Jungner had described a practically inoperative combination, as will be later explained, and Edison had given to the world the successful combination.

We saw nothing in Jungner's work to give us any uneasiness; there was nothing novel in common between him and Edison. He had been, was and still is annoying us to the extent of opposing our patents in Germany, Austria, Great Britain, Sweden and Hungary, but so far he has not succeeded in convincing a single foreign Patent Office, not even in his own country, that Edison's work interfered with or infringes his own. He was, in our opinion, what Gray and Dolbear were to the telephone, and Sawyer and Man to the electric lamp, an idle claimant, an intellectual speculator, another wreck on the highway heading to success.

The So-Called Divisional Case.

Judge then of our surprise, our astonishment and indignation to find that our own Patent Office had permitted a foreigner to obtain a patent on September 1, 1903 with claims that can have been drawn for no other purpose than of covering Edison's battery, and in doing so had allowed that patentee to refer to the application therefor as a division of the original application, when as a matter of fact the later application not only contained new matter of the baldest kind, but actually included as characteristic features the three essentials of the Edison battery before pointed out! In an ordinary case dealing with an invention in which there was little interest, such an imposition upon the public would have been very difficult of explanation. In the case of an invention in which the public was deeply interested, which was being eagerly discussed by scientific societies and technical journals, it would have been almost incredible. But in the case of an applicant who was notoriously a rival of Mr. Edison's, and who was doing everything in his power to deprive the latter of the fruits of his labor and genious, it simply passes human understanding. As stated in the petition (Par. 4):

"In the development and commercial exploitation of your petitioner's improved iron-nickel battery, your petitioner and his assistants were engaged constantly and continuously for many months, and your petitioner and his associates have so far expended many hundreds of thousands of dollars on this work. A large number of applications for patents have been filed in the Patent Office at Washington, the battery has been described in many thousands of publications, and the public generally have been deeply interested in its actual development, so that the said Examiners were certainly put upon their inquiry in the examination of all cases having to do with batteries of this general type, and they were bound to exercise extraordinary care not to issue any improper patents, or patents which should unjustly deprive your petitioner of any of his rights, or which should act in the nature of a fraud and imposition upon the public."

Yet notwithstanding all this, the Examiners still say that according to the best of their skill and judgment, the Jungner patent was properly granted; that there was no mistake or oversight on their part, but that "extraordinary care was exercised in its treatment".

Let us therefore trace the history of this so-called divisional case in order that its fraudulent character may be disclosed.

The use of *hydrates* was covered by the second claim of the original case as follows:

"2. An electrical element comprising in combination an electrolyte composed of an aqueous solution of a hydrate of a water decomposing metal, carriers composed of metals inactive in said electrolyte and active masses composed of *metals insoluble in said electrolyte and in state of oxidation the hydroxyl combinations of said metals* being stable in the electrolyte and mixed in such pro-

portions that on passage of current hydroxyl is taken up at one pole in equal amount to that set free at the other pole, substantially as and for the purpose set forth ".

This claim it will be noted is in exact accordance with the original disclosure concerning hydrates. The expression " metals insoluble in said electrolyte and in state of oxidation the hydroxyl combinations of said metals being stable in the electrolyte," means of course —insoluble metal hydrates—and is in fact about as artistic as we generally find in a translation from a foreign language, especially in the realm of chemistry. The former Examiner, Mr. Eugene Byrnes, certainly had no difficulty in understanding what Jungner was trying to claim, because in his letter of May 15, 1899, requiring division, he said :

> " The claims are considered to cover two distinct inventions * * * (2) that in which the *hydroyxl compounds* are stable, covered by claim 2."

In the corresponding British Patent, No. 7892 of 1899, the expression used in the second claim is much clearer, *i. e.*, " *oxyhydrates of metal* which are stable in the electrolyte." From this British claim it would appear that the hydrates were not to be used alone, but were to be " added to the active materials " of the first claim, *i. e.*, insoluble oxides or metals. Apparently the expression used in the original second claim of the U. S. case—" mixed in such proportions "— meant the same thing, and if so the hydrate idea was not a separate invention at all, but merely a supplement to the main invention, just as in the Edison battery graphite is added to the active masses.

Mr. Byrnes, however, looked upon the use of insoluble hydrates as a distinct invention, and required division, and as a result apparently of that requirement the second or so-called divisional application was filed on June 23, 1902. In order that the more important changes, variations and additions between this application and the original disclosure may be pointed out, we will consider the specification thereof more or less in detail :

(1) Down to line 36, page 1, the specification of June 23, 1902 quite satisfactorily follows the original disclosure, the object being to provide a cell " in which on charging and discharging the electrolyte remains throughout the same both in quality and quantity." The electrolyte and active masses are not " subject to any changes in regard to condition of aggregation " and the quantity of electrolyte * * * * * may be reduced to a minimum."

(2) In referring to the decomposition of the potassic hydrate solution (l. 37–41) the specification describes the electrolysis thereof " *between two metal sheets* indifferent in the same, for example, nickel.". This is new matter, of itself unimportant, as it is immaterial whether in explaining the reaction the decomposition is described as taking place between plates or wires or rods or other surfaces. Undoubtedly the reference to nickel plates was here made to lessen the affect of the later reference to the use of perforated nickel plates for holding the active materials.

(3) Having stated his object, Jungner then says :

> " In order that the electrolyte at the passage of the current shall remain unchanged, there should be present at the cathode an element capable of giving up hydroxyl (O H) under the influence of current, *such as a suitable metal hydrate*, and at the anode an element capable of taking up hydroxyl under the *influence of the current, such as a suitable metal in a finely divided condition.* The reactions will then be :
> $M\,O\,H + K\,O\,H + M_1 = (M)\ (O\,H + K)\ (O\,H + M_1) = M + K\,O\,H + M_1\ (O\,H).$ Here M and M_1 signify metal radicals of different kinds."

The reactions above set forth are perfectly clear and cannot be misunderstood. Assuming M. to represent manganese, and M_1 to represent iron, we have as a charged battery:—Manganese per-hydrate, opposed to *metallic iron*, in an alkaline solution. All this, of course, is new matter for which there was absolutely no shadow of foundation in the original disclosure. That original disclosure referred only and solely to the use of a hydrate opposed to a hydrate, and did not refer to a hydrate opposed to a metal. In fact it said in so many words that when a hydrate is used on one electrode "the other electrode *must* be provided with an equivalent quantity of a metal hydrate." And as before pointed out the original second claim was limited to the use of "hydroxyl *combinations*" on both poles.

Furthermore, Jungner in unsuccessfully opposing the grant of Edison's Hungarian patent said:

> "I have mentioned in the specification of my patent several of such active masses, amongst which hydrate ferrous oxide, *which oxidizes into hydrate ferrous peroxide when unloading*, in consequence of the tranfer of the oxygen to the negative electrode."

And as late as January 22, 1901, Jungner filed an application in Sweden in which he attempts to describe an operative iron-nickel battery, and wherein plates of suitable metals are minutely pitted by electrolysis to increase the surface thereof. After describing the formation of nickel plates in this way, the application proceeds:

> "Iron and steel are preferably engraved in a diluted solution of alkali (2-5 grs. per litre) in which the *formed iron hydrates* are very little soluble, and may therefore directly be used as a negative electrode in combination with the above-described nickel electrode. The reactions between the active materials are then as follows:

> "On discharge:
>
> $NiO_2+2Fe(OH)_2+H_2O=NiO+2Fe(OH)_3$
>
> "On charge:
>
> $NiO+2Fe(OH)_3=NiO_2+2Fe(OH)_2+H_2O$."

Here it will be seen that we find another instance of Jungner's apparent belief that, in order to use iron, there must be a passage between the ferrous and ferric states. In January, 1901, Jungner had proceeded no further, so far as iron is concerned, than he had at the time of his original disclosure, and even at that comparatively late date he did not have the slightest inkling that success could be secured only by employing iron in the metallic condition. A certified copy of this Swedish application will be produced at the hearing.

Of course, the significance of this complete change of type will be apparent when it is remembered that *subsequent* to the original disclosure and *prior* to the application of June, 1902, Edison had explained to the world a battery wherein a metal hydrate (nickel per-hydroxide) was opposed to a finely divided metal (metallic iron). Is it conceivable that a Court could for a moment find support in the original disclosure for the radical departure in type which Jungner has made in his so-called divisional case? If the change had been made under ordinary circumstances, it is hardly conceivable that an Examiner would have failed to detect it. But in the present case, when Jungner had made an absolute departure from his original disclosure and had described a totally different *type* of battery from that originally disclosed, and, moreover, the very *type* of battery that Edison had invented and given to the public, we submit that the introduction of such new matter should have been detected at the very outset and disposed of with a stern hand. But what are we to say when these Examiners now reply and attempt to justify their course and allege that there is no new matter? We say that such an allegation can be made by no one ex-

cept an ignoramus, and that the position now taken by the Examiners fully confirms and substantiates our charge that they are utterly incompetent and unfit to hold their present offices.

(4) Having gotten into the specification a general statement of a battery of the Edison type as opposed to a battery of the original Jungner type, the patentee proceeds to make further departures. He says:

> "In order that the electrolyte shall remain unchanged, it is evidently also required that as well the metals M and M[1], themselves, as their hydrates here in question, shall be *substantially* chemically insoluble in alkaline solution."

Now one of the strong points of the Jungner battery as originally disclosed, was that there was "no *possibility* of chemical action." Why does Jungner now broaden or change his invention by including hydrates and metals which are merely *substantially* insoluble? Simply because of the fact that *subsequent* to the original disclosure and prior to June 1902, Mr. Edison had pointed out that hydrate of manganese was relatively soluble, and could not therefore be used in battery work, and this fact had been brought to Jungner's attention. This will be considered in our discussion of the third charge, but in this connection it certainly comprises another instance of new matter.

(5) The next instance of new matter is found in the following statement:

> "The electrodes are manufactured according to the indications given in my British Patents No. 15880 of 1895 and No. 16,361 of 1897".

As originally described the electrodes were in the form of powder—

> "pressed into a net of nickel wire and made to adhere by any suitable binding material, its porosity being preserved."

Now they are made according to the indications of two prior British patents. What was the object of this change or departure?

In the first of these British patents Jungner describes a battery of an entirely different type, wherein zinc is used on the negative pole, and, being oxidized on discharge, goes into the solution. On the charging operation, the zinc plates out and deposits as a metal on the electrode. These so-called "plating batteries" have no practical value since secondary reactions quickly destroy their efficiency, the zinc does not deposit homogeneously and a prohibitively large quantity of solution is required. In this patent then, Jungner describes the use of graphite as an addition *to the depolarizing mass* "to preserve the conductivity of the mixture" and for other purposes referred to.

In the second British patent Jungner describes an electrode presumably for lead storage batteries. That such is the case may be safely inferred from the reference to "grate bars and the like which have lately been produced" and from the fact that on the same day Jungner obtained a second British patent (No 16362 of 1897) referring directly to a lead cell. This being so, the invention of this particular Jungner patent consisted in confining the active material (spongy lead or lead peroxide) between two perforated *lead* plates, sewed together by a wire "either of celluloid or of a suitable metal." Since the plates therefore were quite inelastic, contact with the active mass was no doubt expected to be preserved by holding the plates together by an *elastic* material, like *celluloid*.

Thus it is perfectly evident why the reference was made to these British patents. Although Jungner had originally described nothing but *nets* of nickel or copper wire, and had made no reference whatever to graphite, yet after that disclosure, Edison had put out

his battery in which, among other things, the active masses *on both poles* were mixed with graphite and were supported between perforated plates of highly elastic metal. Jungner thereupon remembered that in a prior British patent on a "plating battery" he had referred to the use of graphite *on the positive pole alone*, and that in another prior British patent *on a lead battery* he had referred to the carrying of the active material between *lead plates*, and he straightway proceeded to inject these ideas into his later invention, *modified however to the extent that he now refers to the use of graphite on both poles and to the employment of a highly elastic metal from which to construct the perforated plates!* It seems to us that a mere statement of this particular change carries its own condemnation with it. The evil intent is so apparent—the sham so evident. When Jungner described his battery originally he was required by the Statutes to do so in full and complete terms. Unquestionably he did so. When he made no reference to graphite, it is to be presumed that so far as the invention he was describing was concerned, graphite formed no part of its make up; and so far as silver and copper are concerned it is a fact that graphite is quite unnecessary. When he referred particularly to the use of wire nets *and no other*, it is to be presumed that the invention went no further. It was only when the Edison battery was disclosed that Jungner saw new light. If it is permissible for applicants to change their inventions after filing their applications and *particularly to make a thing operative that was formerly inoperative*, even if the added matter may of itself be old, then we submit that there can be no end to the amendments which may be thus made. By a series of slight but insidious changes one invention might be converted into any other invention. Consider the possible injury to meritorious inventors, who could never be assured that some patent might not issue at any time, depriving them of their rights, but which in fact, as originally filed was entirely irrelevant. All the efforts

of the Office in the past to prevent the inclusion of new matter would go for naught.

Perhaps the Examiners justify their action in permitting a reference to these British patents, as being a matter of judgment. If so, we say that it is an example of such shockingly bad judgment as fully to justify our charges, and especially when we recall that the matter under discussion is merely one of many of which this case is full.

(6) The description of the positive electrode is new matter *in toto*:

"A mixture of hydrated peroxid of manganese *and graphite moistened with water* is introduced between *two perforated plates of nickel* suitably sewed *or connected* together and *subjected to* pressure. They are also provided with prolongations to serve as conductors for the current."

No additional comment on this is necessary; it condemns itself. It is a description that might well have been taken from Edison's own patents, so skillfully is it made to apply to Edison's battery and so utterly foreign is it to Jungner's original disclosure.

(7) What we consider the most barefaced example of new matter, the most indefensible instance of a change of invention, and the most insolent and outrageous attempt to appropriate the fruits of another's genius, that we ever had brought to our attention, next follows:

> "The negative pole-electrode is made in a similar manner with an active mass consisting of a mixture of ferric hydrate *and graphite*, the former being by cathode-electrolysis, in an alkaline solution, reduced to ferrous hydrate *and partly to metallic* iron. * * * On discharge of this cell the following reactions take place:
>
> (1) $Fe + 2 K O H + 2 Mn (O H)_4 = Fe (O H)_2 + 2 K O H + 2 Mn (O H)_3$.

(2) $Fe(OH)_2 + KOH + Mn(OH)_4 = Fe(OH)_3 + KOH + Mn(OH)_3$.

The reaction 1 (which *of course* takes place only if the charging has been *carried far enough to produce metallic iron)* gives a voltage of 0.8 volt, and the reaction 2 a voltage of 0.6 volt."

Here the cloven foot is fully disclosed. Jungner now claims a battery using *metallic iron* which oxidizes to the *ferrous state*. He apparently did not have the hardihood to go so far as to say that *all* of his negative mass was metallic, so he goes half way and says that it is *partly ferrous* and *partly metallic.* Yet later on in referring to the reactions, he says that the first reaction "*of course* takes place only if the charging has been carried far enough to produce metallic iron." And when we consider these statements in the light of the introduction, that there should be on one pole, *a metal hydrate*, and on the other pole, *a suitable metal*, we see that the changes made by Jungner have created a complete metamorphosis. Where he originally describes a hydrate opposed to a hydrate, he now describes a hydrate opposed to a metal ; and where he originally described manganese hydrate, opposed to iron hydrate, he now describes manganese hydrate opposed to metallic iron. Of course it is not necessary for us to consider the *reasons* why this particular new matter was introduced ; if it is new matter—and of that fact we think there can be no doubt—that is sufficient. And it is also quite immaterial whether the new matter affects vested rights and works a great injustice as in this case, or whether it relates to a matter of no importance whatever. At the same time speculation is always interesting and frequently profitable. It seems very probable that the reason why Jungner now refers to the electrolytic reduction of ferric hydrate partly to ferrous hydrate and partly to metallic iron, is this : Edison's British patent, No. 2490 of 1901, describes the formation of a suitable metallic iron *by electrolysis* and

states that before charging the iron is hydrated[1] ; and it states that ferrous hydrate suitable for reduction can be produced from the *ferric hydrate*[2] ; while Edison's British patent No. 10505 of 1901, states that when *ferric* oxide is reduced (by hydrogen) the resulting mass is partly *ferrous* oxide and partly *metallic iron.*[3] Thus *for every word* of new matter in Jungner's patent we find a complete prior disclosure by Edison in patents with which Jungner was familiar, and one of which he actually opposed, without success.

Furthermore, since the patent of September 1, 1903 refers to a reaction in which metallic iron on discharge is raised to the ferrous state, that patent (if properly based on the application of April 17, 1899) is unquestionably an effective reference as against Edison's patent No. 678,722 before referred to, which contains broad claims on "electrolytically active finely-divided iron" capable of being oxidized on discharge. Yet, the original disclosure of Jungner (as for example, that of his British patent) would not be a reference as against Edison's claims and no patent of Jungner based on this disclosure was ever regarded by the Patent Office as such a reference. If, therefore, the amendments made by Jungner in the so-called divisional application make a disclosure a substantial anticipation of Edison's patents, whereas the original disclosure was not an anticipation of such patents, it is evident

[1] "The element thus formed is subjected to electrolytic oxidation * * * the iron being converted to an *hydroxide* thereof" (p. 2, l. 11 *et seq.*)

[2] "In fact the only oxide of iron capable of reduction appears to be that produced as explained, or when monohydrate (ferrous hydrate) is produced by boiling *ordinary ferric hydrate* for many hours in water" (p. 2, l. 81 *et seq.*)

[3] "The resulting black mass, the particles of which consist of *metallic iron, ferrous oxide* and magnetic oxide in very finely divided form, is removed and is ready for use. A large proportion is *ferrous oxide which is reducible and oxidizable by the current,* but the metallic iron is inert in the presence of an oxidizing current, while the magnetic oxide is scarcely reducible thereby" (p. 1, l. 87, *et seq.*)

that the amendments in question must be of a very substantial character and unquestionably embody new matter.

(8) Since the specification has thus been completely changed not only by the introduction of matter new of itself, but by a suppression and reconstruction of the original matter, we may naturally expect to find an effort disclosed by the *claims* to embrace the Edison battery. In this expectation we shall not be disappointed. The claims to which we particularly call attention are the following:

> " (8) In a reversible galvanic cell, an electrode having an active mass of an oxygen compound of *iron*, a second electrode having an active mass of an oxygen compound of *another metal*, and a suitable electrolyte in which the electrodes and active masses are substantially insoluble, for the purposes set forth.
>
> " (9) In a reversible galvanic cell, an electrode having an active mass of an oxygen compound of *iron*, a second electrode having an active mass of an oxygen compound of *another metal*, and an alkaline electrolyte in which the electrodes and active masses are substantially insoluble, for the purpose set forth."

Concerning these claims it is to be observed that the first is not even limited to an alkaline solution; that neither is limited to *hydrates*, but covers *oxides* just as effectively, and that they both cover materials which may be more or less soluble. It might be said that these claims were not intended to cover the Edison battery, because with the latter when the materials are *active* (charged) an oxygen compound does not exist on both poles. We shall have occasion to discuss this question under the second charge, but in this connection we call attention to the fact that the claims *are based on a battery of Edison's exact type, i. e.*, a metal

opposed to a hydrate, or as Jungner says, "if the charging has been carried far enough to produce metallic iron." When therefore we attempt to reconcile the claims of Jungner's present disclosure, we find that a metallic-oxygen exists on *both* poles, only when the battery is *not fully charged* or is *partly discharged*. If with the Jungner cell, "the charging has been carried far enough to produce metallic iron", such a condition is not included by the eighth and ninth claims. But the same is equally true of the Edison battery. With the Edison battery, if not fully charged or if partly discharged, there will be metallic oxygen compounds present at both poles, just as effectively as with Jungner's battery. It thus appears that the Examiner has gone to the absurd extent of allowing claims on a partially charged combination, but the mischief is just as great as if the claims boldly covered metallic iron opposed to a metal hydrate, *since that is the basis or disclosure on which the claims are drawn.*

(9) As a matter somewhat removed from the patent under consideration, but in order that Jungner's pretentions may be understood as well as the extent to which he is willing to go in appropriating other peoples' ideas, we will briefly refer to the Jungner battery as it is now described in the public prints. We direct the Commissioner's attention, first, to "Elektrotechnische Zeitschrift" (Berlin) for August 6, 1903, which we presume will be found in the Patent Office Library, containing an article by M. U. Schoop on "The Jungner—Edison Accumulator." We direct particular attention to the mechanical construction here illustrated which it will be noted is a Chinese copy of the electrode described in Edison's earlier patents, for instance, his British patent No. 2490 of 1901. Note even the corrugated form of the hard rubber separators and compare the same with the identical construction shown by Edison in his U. S. patents Nos. 692,507 of February 4, 1902, and 700,137 of May 13, 1902 (see Figure 9), the latter application having

been filed March 5, 1901. This article shows an appropriation by Jungner of Edison's exact *mechanical* construction.

We also direct the Commissioner's attention to an article in "The Automotor Journal" (London) for February 6, 1904, entitled "The Jungner Alkaline Battery," from which we quote:

> "Like Edison, Jungner has used in the negative plate not only deposited zinc, *but also finely divided metallic iron reduced electrolytically from the hydrated oxide of iron.* One combination which Herr Jungner devised, and which promised very well at first, consisted of *finely divided iron* as the active material of the negative plate, oxide of silver being used as the active material of the positive plate. This battery, of course, had the price of the silver oxide to contend with as an initial objection, but it was further found that the silver oxide was slightly soluble in the caustic alkali electrolyte and tended on prolonged use to be deposited on the negative plate, giving rise to local action and loss of charge on open circuit. * * * * In its present form the most recent Jungner battery consists of negative plates in which *finely divided iron* or cadmium is the active substance and positive plates in which the active material is *oxide of nickel.* * * * Both positive and negative plates are built up on grids of nickel plated mild steel, *of a shape similar to Edison's.* The active material of the negative plates is simply inserted into the grid under pressure, and is retained there by thin plates of *perforated nickel plated steel,* covering the whole surface of the plates and held in position by vertical rods, the edges of the plates being crimped. The negative active material is usually *finely divided iron* but in some cases—notably in the case of the battery tested by Herr Schoop—finely divided cadmium is employed. * * * This method of constructing the positive plates has not, however, been used in the most recent Jungner batteries. In them hydrated oxide of nickel mixed with *flaked-graphite* is compressed by powerful hydraulic presses into the apertures of the positive grid and subsequently formed, the active material being retained in place by the use of the *perforated metal sheets above described.* The positive and negative plates are assembled into sections by screwing the lugs of the plates to two horizontal conducting bars by means of nickel plated iron nuts, the whole battery being assembled in the ordinary way. Caustic alkali solution is used as the electrolyte and the containing vessel may be either ebonite or thin nickel plated steel. Extensive works have been laid down at Norrköping, in Sweden, for the manufacture of Jungner accumulators."

It therefore appears that Jungner has not only appropriated Mr. Edison's exact *mechanical* construction, but also now utilizes his exact *chemical* make-up and particularly in the following respects:

(a) We no longer hear of a *mixture* of metallic iron and ferrous oxide, but the claim is now broadly advanced that the negative mass is *wholly metallic.*

(b) Silver peroxide has been dropped as a depolarizer as worthless. Manganese hydrate was never used and never could be used. The depolarizer now employed by Jungner is that used by Edison, namely, the hydrated peroxide of nickel.

(c) Even in the form of graphite used, Jungner employs the flake-like or foliated graphite first used by Edison and for which broad claims have been granted. For instance, in Edison's patent No. 701,804, of June 3, 1902, the sixth claim is as follows:

"An active element for a reversible galvanic battery, comprising a conducting support, a hydrated oxide of nickel carried thereby, and flake-graphite intimately mixed with said oxide, substantially as set forth.

In Edison patent No. 704,303, dated July 8, 1902, the fifth claim is as follows:

"An electrode for a reversible galvanic cell, comprising a receptacle having perforated walls and an active material mixed with flake-graphite in said receptacle, the bulk of the particles of the graphite being larger than such perforations, substantially as set forth."

(d) The active materials are subjected to hydraulic pressure and are maintained in position between sheets of perforated nickel-plated steel, as first described by Edison.

(e) Even in the specific respect of using a containing vessel made of thin nickel-plated steel, Jungner has followed in Edison's foot-steps.

We submit, therefore, that the first charge is fully sustained. We have shown that Jungner's original disclosure contemplated a *hydrate* always opposed to a *hydrate*, that it did not contemplate the use of graphite and that the active materials were carried in wire nets. We have shown that *subsequent* to this original disclosure, Edison gave his battery to the world in which a metal *hydrate* was opposed to a *metal*, in which the active masses were mixed with graphite and in which perforated elastic metal plates were employed. Finally we have shown that by an entirely new specification, composed practically of new matter throughout and with the old matter suppressed or changed, Jungner has now obtained a patent designed to cover a battery of Edison's type, and having the same characteristics. If the Examiners, in view of all the circumstances, failed to detect the fraud thus perpetrated, they are certainly guilty of gross carelessness. If on the other hand they believed, as they now say "that a basis does exist, and did originally exist in said application for the description and claims of said patent," they are certainly incompetent. Whatever position is taken, the first charge is amply sustained.

Charge 2.

The substance of this charge is that the Examiners allowed claims to issue which they knew were unpatentable, which they had admitted were unpatentable, and which Jungner himself acknowledged to be unpatentable.

Before filing his application on the iron-nickel battery, Mr. Edison had made some experiments with a cadmium-copper battery and had filed an application therefor on Oct. 31, 1900, Serial No. 34,994. With this cadmium-copper battery, *oxides* were used and not *hydrates*. When charged the negative pole contained *metallic cadmium* and the positive pole cuprous oxide (Cu_2O). When discharged the cadmium was oxidized to form cadmous oxide (Cd_2O) and the copper oxide was reduced to metallic copper. In other words, this battery was in type exactly like Jungner's silver-copper battery. The specification referred to the fact that "nothing was added to or taken from the solution during the charging and discharging, *and in consequence a minimum quantity of solution can be employed*" (p. 1). It also said:

> "In the charging and discharging of the cell, water from the liquid is respectively decomposed and regenerated, leaving the liquid in exactly the *same condition and quantity after each discharge.* For this reason the amount of liquid used *may be very small,* and in fact I find in practice that by interposing between the plates *thin sheets of asbestos * * * which have been merely moistened with the alkaline liquid,* nearly as good results can be secured as when the plates are actually immersed in the solution" (page 7).*

* It is to be especially noticed that no reference to graphite was made because graphite was not necessary, the particles being electrically conductive at all times. The same is true of Jungner's

So far as Edison's cadmium-copper battery is concerned, it is evident that it was identical with Jungner's silver-copper battery, first, in having an *oxide* opposed to a *metal* and, second, in employing an absolutely unchangeable electrolyte. In view of the close relation between the two, an interference was declared on October 28, 1902, containing an issue of ten counts, of which the ninth may be taken as an example, as follows:

> "9. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically active oxidizable metal, insoluble in the electrolyte, and a second electrode carrying an oxygen compound of a metal, also insoluble in the electrolyte".

This claim it will be noted as well as others involved, was not limited to *oxides*, since the expression "oxygen compound of a metal" is comprehensive enough to cover a hydrate as well as an oxide. The claim covered all alkaline batteries in which a *metal* was opposed to a *metallic oxygen compound*. On December 31, 1902, proceedings were suspended at the Examiner's request, for the purpose of considering a newly discovered reference, and on Jan. 7, 1903 this reference was cited,—French patent No. 233083 to Darrieus. On April 4, 1903 Jungner's attorneys appeared before the Examiner to contest this reference but without success, and on April 8th the interference was dissolved. In his decision, after referring to the several combinations disclosed by the reference, the Examiner said:

> "Each of these cells is a reversible cell, having an alkaline electrolyte unchanged during all conditions of working, an electrode carrying an electrolytically-active oxidizable metal (cadmium or bismuth) insoluble in the electrolyte and whose oxide is also insoluble therein and a second electrode carrying an electrolytically-active depolarizing metallic oxide (copper oxide) electrolytically reducible to the metal, which is also insoluble in the electrolyte, the density of the electrolyte being so chosen, that the copper oxide is not soluble therein. The issue, therefore, is *clearly unpatentable* in view of this French patent, and the interference is hereby dissolved, on the ground that *the claims involved are unpatentable to either party*".

By this decision, the Examiner correctly held that a battery of the *type* in which a metal is opposed to a metallic oxygen compound, and specifically a metallic *oxide*, was old and not patentable to either party. He also necessarily decided that *no* claim based broadly on such a type could be properly granted to either party. With this introduction, let us briefly consider certain of Jungner's claims for the purpose of determining whether the Examiners' action in allowing them is consistent with their former position.

silver-copper battery, the active materials of which are always electrically conductive. Jungner's original omission to refer to graphite was not because such use would be understood, but because such use was unnecessary with his *real* invention. Graphite was not referred to with the iron-hydrate, manganese-hydrate suggestion, because Jungner referred to this combination only as an illustration of a principle, and saw nothing practically valuable in it until after the disclosure of Edison's iron-nickel battery.

I.

The first two claims are as follows:

> "(1) In a reversible galvanic cell, an alkaline electrolyte and electrodes therein having active masses of metallic oxygen compounds, said

active masses insoluble in the electrolyte under all conditions of working, substantially as set forth.

"(2) In a reversible galvanic cell, an alkaline electrolyte, an electrode having a active mass of an oxygen compound of a metal, and a second electrode having an active mass of an oxygen compound of another metal, both active masses substantially insoluble in the electrolyte under all conditions of working, substantially as set forth."

These claims were introduced by amendment of June 23, 1903, *more than two months after the Examiner's decision dissolving the interference.* When the claims are examined, we find that they can be distinguished from the interference issue only in the single respect that they cover metallic oxygen compounds (oxides or hydrates) on both poles. But it must not be forgotten that these claims are based on a disclosure wherein a *hydrate* (*i. e.*, a metallic oxygen compound) is opposed to a metal, or as Jungner graphically put it:

$$MOH + KOH + M_1$$

This being so, the claims do not describe the battery *full charged*, but only after the metallic iron is partly oxidized or partially discharged. For this reason the claims over *no different invention* from that held unpatentable, but they cover the *same invention* clothed in different garb.

With Edison's cadmium-copper combination, and with the French patent, there are necessarily metallic oxygen compounds on both poles when the battery is partially charged or partially discharged. This must be true of all batteries in which a metal is opposed to a metallic oxygen compound, and it is just as true of Jungner's metal-metal hydrate suggestion, as of the metal-metal oxide combination of Edison and of the French patent. Yet the Examiner goes to the extent of saying that a certain *invention* is old and then proceeds to allow claims covering that invention broadly, merely because those claims are drawn in slightly different language, although, as a matter of fact, still readable on the old structure. To speak more specifically, he says that a certain battery is old and then allows claims on that battery in a partly changed condition. We have good authority for our position in this respect—that of the present Commissioner of Patents.

When the Jungner patent issued we presented an amendment in the cadmium-copper case on Sept. 10, 1903, introducing two claims like the first and second claim of that patent, and requested an interference therewith.

On September 11, 1903, the Examiners refused to enter the amendment since such action "would immediately necessitate division" and they said:

"Claims 20 and 21, each cover two electrodes, each having active masses composed of oxygen compounds, whereas the remaining claims cover two electrodes, one of which is in a metallic condition."

On the same day a petition to the Commissioner was filed, praying that the amendment might be entered and the Examiner directed to consider the claims on their merits, and making the following allegations:

"(1) That on September 11, 1903, two claims were filed numbered 20 and 21, in which applicant's invention was claimed as having metallic oxygen compounds on both electrodes, *as is the case where applicant's active materials are only partially charged.*

"(2) On September 11, 1903, the Examiner refused to enter the amendment introducing said claims on the ground that they present divisional subject-matter, *his position being that claims on a battery in a partially charged condition are of a different species from claims on the same battery in a wholly charged condition.*"

In their answer to the petition filed on the same day, the Examiners did not question these statements, but practically reiterated their former position and at-

tempted to justify their requirement for division by the statement that: "the combination covered by the proposed claims gives a certain voltage, while the combination covered by the original claims gives an electromotive force considerably higher."

In our brief before the Commissioner we made our point perfectly clear and among other things said:

"The particular active materials described by Edison are cadmium and copper, which are successively oxidized and reduced. When the battery is fully charged the cadmium is metallic and the copper is in oxide form; when fully discharged the reverse is the case, the copper being reduced to the metallic form and the cadmium being oxidized; *and when only partially charged or discharged, the active materials will be obviously partly oxidized and partly metallic.* * * * Jungner then refers to active masses of iron and manganese and gives two reactions which are alleged to take place in discharging. With the first reaction *metallic* iron is oxidized to form ferrous hydrate, giving a voltage of 0.8 volt. With the second reaction the iron in the form of ferrous hydrate is further oxidized to form ferric hydrate, giving a voltage of 0.6 volt. The patent says (p. 1, l. 96) that the first reaction 'takes place only if the charging has been carried far enough to produce metallic iron,' or in other words, when the battery is *fully charged.* When that is not done then obviously there will be metallic oxygen compound on both electrodes. * * * When the Jungner combination is 'active,' *i. e.*, fully charged, it does not have a metallic oxygen compound on its negative electrode, which is also true of Edison's combination. A metallic oxygen compound is present on *both* electrodes of the Jungner combination *only* when the battery is partially charged or discharged, which is equally true of the Edison combination. Consequently the Ex-

aminer has gone to the absurd extent of granting claims on a partially charged battery, but if that is done with Jungner, we do not see how the Office can consistently refuse to do the same thing with Edison, in order that the interference may be declared. We do not see any force whatever in the Examiner's position, that claims on a partially charged battery are specifically different from claims on a completely charged battery. The *invention* is the same in each case, just as a clock is the same whether it be wholly or only partly wound up. It could not seriously be urged, we think, that if Edison filed a divisional case as the Examiner suggests, a valid patent could be issued thereon, as it would cover the *exact invention* of the patent which would be granted on the original case. It may be true, as the Examiner says, that a higher voltage is secured when the battery is fully charged, than when only partially charged, but this is also true of Jungner (0.8 volt in one case and 0.6 volt in the other) and has nothing to do with the invention."

In this brief and in the argument before the Commissioner, the point under consideration was specifically made. On September 24, 1903, the present Commissioner granted the petition, holding thereby that Edison had a right to make these claims in his copper-cadmium case and by implication also holding and deciding *that the claims in question apply to the same type of battery that had been held to be unpatentable by the Examiner in view of the French reference.* The conclusion of the Commissioner was thus stated:

"In such cases as this where there is a doubt as to whether two claims cover specifically different inventions or whether one of the claims is broad enough to include the device specifically claimed, both claims should be allowed to remain in the same application."

In view of the decision of the Commissioner of Patents—a decision manifestly right and sound—that Jungner's claims are directly readable on Edison's copper-cadmium combination and therefore on Jungner's silver-copper combination, there can be no escape from the conclusion that the Examiners here involved have granted claims covering an invention which had been held by them to be unpatentable in the interference case.

Realizing now the manifest absurdity of their position, the Examiners on October 1, 1903, *after the decision of the Commissioner*, rejected the two claims in question as "covering new matter, involving a departure from the invention originally disclosed." Incidentally it may be remarked that it seems indeed strange to have two Examiners in Edison's case hold that it involves new matter to state that a certain combination may possess utility even if not fully charged, while these same Examiners, in Jungner's case, permit without protest, a complete and radical change in type from a battery as originally described and allow the introduction of inventive features which had first been suggested by Edison.

In the letter in question the Examiners admit that a structure complying with the requirement of the claims may be made "by suitably manipulating the current." They go on to say:

> "Regarding the applicant's strenuous contention at said interview that these claims merely cover his metallic-metal oxide electrodes in their partially charged condition, it is said: this cannot be seen to be true, in fact. This Office never has, and it is probable it never will be able to pass claims on the active materials of secondary battery electrodes, *covering it in any other than a charged condition.* The reason for this is the utter impossibilty of knowing the composition of, or of defining many electrode materials, when they are undergoing chemical changes. The *absurdity* of a claim attempting to cover complex chemically reacting substances while in a state of change is manifest. The uniform practice has been to apply the term 'active material' to the reacting substances *only when in a charged condition*, which is usually determinable. That is to say as above, when the electrode *is in a completed state*, and is ready for sale and use. It is customary in this art to use the terms 'material to become active' to designate the electrode material *when in any other than the charged state.*"

However correct the Examiners may be in their later position, and that they are correct is entirely clear, that position is certainly antagonistic to that taken by them in acting on the Jungner patent in question. As Jungner now describes his battery, when in a charged condition the negative electrode is metallic. *This is the completed state.* The grant of the Jungner patent, therefore, offers a positive refutation of the Examiner's statement that the Office never has and never will issue claims covering the active material "in any other than a charged condition." Moreover, this patent is an instance of the very "absurdity" that the Examiners condemn when they act on the Edison case.

On the whole we regard the position taken by the Examiners *subsequent to the Commissioner's decision* in the Edison case, as directly confirming our position in the present case that the grant of the first two claims of the Jungner patent was utterly indefensible.

II.

An additional and equally cogent reason why the first, second, eighth and ninth claims of the Jungner patent should not have been granted, is found in Jungner's original specification. In that disclosure

Jungner refers to the prior Lalande secondary element as composed of copper oxide and iron protoxid hydrate in an alkaline solution. Iron protoxide hydrate is the same as ferrous hydrate—Fe $(OH)_2$—which on discharge is raised to the ferric state, or as Jungner calls it, the " iron oxide hydrate " condition—Fe $(OH)_3$. This is the exact negative reaction which Jungner describes as taking place in his manganese-iron combination. In fact, as Jungner admits, the only difference between the latter combination and that suggested by Lalande is, that instead of using copper *oxide* as a depolarizer, he suggests the use of a *metallic hydrate*, such as manganese hydrate—Mn $(OH)_4$. Jungner's object in thus using a *hydrate* opposed to a *hydrate* was to avoid the slight alteration in the quantity or concentration of the electrolyte or when:

> " the hydroxyl radical (OH) of the iron oxide hydrate (Fe $(OH)_3$) alters the constitution of the electrolyte forming alternately part of the liquid or the solid constituents of the element."

We certainly have in this Lalande element (the prior suggestion of which had been recognized by Jungner) an example of a reversible galvanic cell using an alkaline electrolyte and having two active masses of metallic oxygen compounds, said active masses insoluble in the electrolyte in all conditions of working, and specifically a reversible galvanic cell in which one of its active masses is " an oxygen compound of iron " and the other active mass is " an oxygen compound of another metal ". In other words, we find in the very specification on which the patent is alleged to be based, a complete anticipation of the very claims which were drawn for no other purpose than to cover the Edison battery. Yet, notwithstanding this fact, the Examiners in their reply say :

> " After a most careful reconsideration of all of these references, we are still of the opinion that the claims granted Jungner were properly granted and are fully satisfied as to the correctness of the acts performed in our judicial capacity. We leave, as a matter of course, the review of these acts to, and only to, the judicial head of this Office."

We are in turn equally satisfied to leave the consideration of these claims to the judicial head of the Patent Office, and if he can differentiate these claims either in terms or substance from the prior art that was before the Examiners when those claims were granted, we will be indeed surprised.

Charge 3.

The substance of this charge is that the Examiners granted the Jungner Patent on an inoperative combination, of which fact they had full knowledge.

I.

During the prosecution of the Edison copper-cadmium case and in the first letter of rejection of November 20, 1900, the Jungner British Patent No. 7892 of April 14, 1899 was cited. That British patent, as we have before said, corresponds exactly with Jungner's original specification in this country. On October 4, 1901, affidavits were filed of Mr. Edison and of his assistant, Robert Rafn, showing conclusively that all of Jungner's suggested combinations were inoperative. Concerning the manganese-iron combination, Mr. Rafn in his affidavit says :

> " In describing the reactions of such combination, Jungner supposes that on discharge the peroxide of manganese will be reduced to the oxide state and the ferrous hydroxid raised to the ferric state. Such a combination must have been given by Jungner only as an illustration of a gen-

eral principle, and not as a practical and useful device, for the reasons that peroxide of manganese is very soluble in a potash solution, forming a green manganate, while the ferrous oxide if once oxidized to the ferric state, cannot possibly be again obtained by electrolytic reduction."

On October 29, 1901, the Examiners in acknowledging the receipt of the affidavits, said:

> "Action on the merits is temporily suspended to enable the Office to experimentally test the accuracy of applicant's statements as to the solubility of the materials described in the Jungner patent cited."

Not hearing from the Examiner and fearing that the case might have been overlooked, we again brought it to his attention by letter of March 1, 1902, in which we said:

> "In this connection, we beg to offer the Examiner the facilities of the Edison Laboratory, in order to allow him to conduct the experiments referred to. If the Examiner wishes, he will find at the Laboratory every facility for this work. Or, if he prefers, we will furnish him with samples of the Jungner battery constructed in exact accordance with the patent, and with which the experiments can be made."

Under date of March 11, 1902, the Examiner wrote us stating that the case would either be allowed or involved in interference within 60 days and saying:

> "In the meantime, should it become necessary, the Examiner will be glad to avail himself of the suggestion made by the applicant regarding an experimental test of certain allegations set forth in the affidavits of record. *It is believed, however, that such tests will now be obviated.*"

By letter of July 2, 1902, the Examiner's attention was again directed to the case and on July 11, they wrote us that the claims were *allowable*, but that an interference would be declared before September 10th, 1902. On September 9, 1902, three additional claims were suggested which were embodied in an amendment dated September 16, 1902. The interference with Jungner was then declared on October 28, 1902, *but we did not know at that time that the Jungner case which was involved in that interference was in fact the application that corresponded with British patent No. 7892 of 1899.* We had no reason to suspect that it was this Jungner application, but in fact we had every reason to conclude that it could not possibly have been this application, *because the corresponding British patent had been withdrawn by the Examiner as a reference on the ground that its invention was inoperative.* Of course when the preliminary statements were opened and we were notified by letter of December 27, 1902, (received December 29, 1902) of the times for taking testimony, we might have examined the Jungner application, but only four days later the interference was suspended and returned to the Examiner for the purpose of considering the Darrieus patent and in those four days we did not avail ourselves of the opportunity to inspect the Jungner file. The interference was suspended, and an absolutely pertinent reference was cited and we had no further interest in the interference. Had we availed ourselves of the opportunity to inspect the Jungner application, we would have seen that the *unexpected* and *unforeseen* had happened and that the Examiners had declared an interference with an application, the British patent corresponding to which had been withdrawn as a reference as disclosing an inoperative invention. We submit that applicants cannot expect Examiners to act in any other way than in accordance with the practice. It is one of the fundamental rules of practice that an interference must not be declared unless the issue is patentable to

both parties. An interference under any other circumstances becomes a moot contest. *In the present case the issue could not have been patentable to both parties, because if patentable to Jungner, it was not patentable to Edison in view of Jungner's British patent; whereas if patentable to Edison, it could only be upon the theory that Jungner's British patent was inoperative and in that case it could not be patentable to Jungner in a corresponding application in this country.*

At the time the charges were prepared we had not examined the original Jungner file, and we had no information as to any change in the Examiner's view on the subject of operativeness. Even at that late date the Jungner British patent was still withdrawn (except as an anticipation of the single feature of nickel supports) and we supposed was permanently withdrawn, in view of the Edison and Rafn affidavits. When, therefore, the Jungner patent of September 1, 1903, issued and represented on its face that it was based on the application of April 17, 1899, we could see no escape from the conclusion that the patent had been issued on an inoperative invention and one which the Examiners knew to be inoperative.

We have now been furnished with a partial and expurgated copy of Jungner's original file and we find that on March 11, 1902, the very date on which the Examiners stated that the Edison copper cadmium case "*will probably* be allowed", the Examiners wrote a letter in the Jungner application forwarding a copy of the Rafn affidavit and giving Jungner the opportunity of rebutting the same. Our copy of the Jungner file also contains a copy of an affidavit of Sven Pehrsson, verified June 5, 1902, in which the attempt is made to disprove Mr. Rafn's statements. It was apparently in view of this affidavit that the Examiners dismissed the joint statements of Mr. Edison and of Mr. Rafn and decided that Jungner's disclosure was operative. We assume this to be the case although our copy of the Jungner file throws no light on the proceedings subsequent to the filing of the Pehrsson affidavit. It is not necessary for us here to consider whether the Examiners were justified, in view of the evidence, in deciding the question of operativeness in Jungner's favor, although as a matter of fact, the Examiners were undoubtedly imposed upon in this respect. While, therefore, it now appears that prior to the grant of the Jungner patent the Examiners had apparently changed their minds on the question of the operativeness of Jungner's invention, the fact remains that in thus escaping the charge in this respect they committed an equally gross and unjustifiable error in declaring the interference on an issue which at the time was not patentable to both parties. What we complain about is, that the moment the Examiners had satisfied themselves that the Jungner combinations were operative, *that very moment the Junger British patent became pertinent as a reference to the Edison copper cadmium case.* It was therefore incumbent upon the Examiners to cite the British reference against the Edison case, instead of adopting the indefensible course of declaring the interference and therefore *confirming Mr. Edison in the delusive belief* that the Office still held that the combinations suggested by Jungner were inoperative and that no patent could issue in this country thereon. It is not necessary for us to cite authorities in support of the proposition that an interference cannot be declared when a reference exists as to one of the parties. In fact, Rule 95 covers the point:

> "Before the declaration of interference *all preliminary questions* must be settled by the primary examiner, and the issue must be clearly defined; *the invention which is to form the subject of the controversy must be decided to be patentable,* and the claims of the respective parties must be put in such condition that they will not require alteration after the interference shall have finally been decided, unless the testimony adduced upon the trial shall necessitate or justify such change."

In the present case it was the Examiners' duty under this rule and under the universal practice of the Office, to settle as a preliminary question the patentability of the issue to both parties. That question could only be settled by citing the Jungner British patent. If that had been done, Edison would have had the opportunity of reaffirming his previous statements and of pointing out the inconclusive character of the Pehrsson affidavit, which could have been readily done. Instead of following the correct course, the Examiners proceeded to declare the interference when by their own actions they had revived the Jungner patent and made it fully operative as a reference against Edison. The latter was thus lulled into the false belief that the British reference which had been withdrawn was still withdrawn and regarded as inoperative. As a matter of fact, even after the interference had been dissolved, the claims were rejected on May 1, 1903, principally upon the Darrieus patent, and Jungner's British patent was cited for the sole purpose of showing "a nickel support". This action only served to confirm our former belief, since the reference to this very small feature in the Jungner British patent was practically an admission that in this respect alone was the patent good as a reference. Yet, if the Jungner British patent had been cited at that late date (May 1, 1903) there would still have been time for us to have convinced the Examiners of its utter inoperativeness and possibly have prevented the issue of the patent concerning which we are now complaining. It was not until September 11, 1903, ten days after the patent issued, and when it was then too late to correct the error, that the Examiners revived the British Jungner patent and cited it as the principal reference.

We submit that the Examiners' course in the respects referred to are indicative either of gross carelessness or incompetence. If they had followed the correct practice the patent to Jungner probably would not have issued. By formally withdrawing the Jungner British patent as a reference; by stating on March 11,

1902 that the case "will probably be allowed"; by stating in the same letter "that tests will now be obviated"; by stating on July 12, 1902, that the "claims in this application *are allowable*", and finally by citing the Jungner patent on May 1, 1903, only for the purpose of disclosing a nickel support, the Examiners' actions were certainly calculated to confirm us in the view that the Jungner combinations were regarded by the Patent Office as inoperative, and we were certainly justified in the belief that no patent would issue on such a combination without giving Edison the opportunity either of contesting an interference therewith or of demonstrating beyond question the inoperativeness thereof.

Notwithstanding the facts above referred to, which are matters of record, the Examiners deny point-blank "that we, and each of us, *at any time* 'declared and acknowledged' that said invention 'was inoperative and unpatentable,'" and "that the official records of the Patent Office disclose any such inoperativeness, or knowledge or declaration". As to whether the Examiners are correct in these statements or not we are entirely willing to leave the question to the Assistant Commissioner, who will have occasion to pass upon them. Later on (P. 4) in their answer the Examiners say: "It is, however, distinctly and emphatically denied that this patent was ever permanently withdrawn as a reference." As to this statement, we have to say, that while the Jungner British patent may not have been *permanently* withdrawn, it was nevertheless withdrawn and kept withdrawn until it was too late for Edison to make any effective move to off-set the consequences of the Examiners' carelessness or incompetence.

II.

Now that the Examiners have decided that the disclosures made by Jungner are operative, and have granted the Jungner patent on that hypothesis, we can do no more than to point out that in this respect also the same incompetence and general unfamiliarity with the art have been disclosed by them. For this purpose we shall refer at the hearing to an affidavit in this case by Prof. William Main, the well-known storage-battery expert, and verified March 29, 1904. Prof. Main's high reputation as a skilled scientist, and as the inventor of the Main secondary battery, entitles his opinions to respect.

(a) In the first place, Prof. Main carefully considers the original Jungner disclosure, as it appears in the British patent, No. 7892 of 1899 and fully supports our own views as previously given. He finds only a disclosure of a hydrate opposed to a hydrate or an oxide opposed to a metal, and no reference, either direct or implied, to the use of metallic iron.

(b) Next he considers the Edison battery, explains its characteristics, points out the features of novelty, and among things, says:

> "The essentially novel feature of the Edison battery resides in the discovery which Mr. Edison made, that in order to make use of iron in battery work, it should be in the metallic state when charged and on discharge should be oxidized to the ferrous state or lower. Iron had for years been thought of as a possible active material, but *Mr Edison was the first to discover the special conditions under which it can be made active.* Before Mr. Edison's work, iron when suggested for use was always described in the *ferric* condition when discharged, and in the *ferrous* condition when charged. Thus Jungner makes this suggestion in his British patent, and Lalande appears to have anticipated him. I recollect that this same suggestion occurred to me about twenty years ago, and at that time I attempted to make use of ferric hydrate, but was unable to reduce the same on charging. *So far as I know, Mr. Edison was a pioneer in the respect that for the first time in the art he made use of iron practically,* and his success was due to the fact that he worked between the metallic and ferrous states, instead of between the ferrous and ferric states. *Success cannot be obtained in working between the ferric and ferrous states,* because the ferric hydrate is substantially incapable of reduction electrolytically. I have made experiments to demonstrate this fact, and will later refer to them. Of course, it is evident that if ferric oxide could be effectively used, it would have been employed years ago, since it is extremely cheap and has the other requirements of a desirable negative material."

(c) Prof. Main then briefly refers to the Jungner patent of Sept. 1, 1903, and points out the features thereof for which he finds no justification in the original disclosure. He is certainly a "person skilled in the art," and his affidavit shows very clearly the expert view of the patent as compared with the original application. As an expert, he says that the invention of the patent is not found in the original application.

(d) Finally, he considers the affidavits of Pehrsson in view of which the Examiners dismissed the *two* affidavits submitted by Edison. Prof. Main shows:

First, that assuming Pehrsson's figures to be correct they show a *capacity of ten per cent* of that secured in actual battery work with the Edison iron-nickel combination. Such a capacity is not worth consideration.

Second, that pure ferric hydrate is very difficult of manufacture, and Pehrsson's results were no doubt due to the presence of *ferrous hydrate.*

THIRD, that by using ferric hydrate very carefully prepared, opposed to hydrated peroxide of manganese, as was done by Pehrsson, his results showed a capacity of from *three per cent to less than one per cent* of that obtained with the Edison combination.

FOURTH, in less than one hour decided solubility of the manganese was disclosed.

The facts set out by Prof. Main show that these Examiners cannot be practically familiar with this art, and hence competent to act on new inventions therein. They should have known what results ought to have been secured by Pehrsson, if ferric hydrate was *practically* reversible, and therefore, have been in position to detect the trivial nature of the sham thus worked on them. They should have known the difficulties of obtaining ferric hydrate, as suggested by Pehrsson, and have satisfied themselves that his experiment was what he pretended. They could have demonstrated the solubility of manganese in an hour. Mr. Edison had in fact offered them all the facilities of his Laboratory, as well as to furnish them with all materials necessary for experimenting, but the offer was refused. They did not evidently detect the apparent inconsistency between Pehrsson's statement that in discharging to *ferric* hydrate a *mean* voltage of over .83 volt was secured, and Jungner's statement in his patent, that in discharging *metallic iron* to ferrous hydrate, a voltage of .80 volt is obtained. In other words, although Pehrsson claims to have experimented between *ferrous* and *ferric* hydrates, he secured *actually a higher voltage* than Jungner says can be obtained in discharging metallic iron!

On the whole, the blind acceptance of the Pehrsson affidavit, inconclusive and inconvincing as it is, shows just what we may expect, if storage batteries are to remain in incompetent hands. It seems to us, that we are at least entitled to have our applications acted on by Examiners, sufficiently familiar with the art, as to detect impositions of this sort.

CONCLUSION.

1.

In support of the first charge we have shown that with Jungner's battery as originally described by him the active materials were of two classes, first, in which an *oxide* was opposed to a *metal*, and, second, in which a *hydrate* was opposed to a *hydrate*. The decision of the Examiners in the Edison-Jungner interference forever disposed of the right of either Edison or Jungner to a claim on a battery in which a metallic oxygen compound, or specifically, a metal oxide, was opposed to a metal. All that was left, therefore, of Jungner's invention was his second suggestion in which a hydrate was opposed to a hydrate, and whether this suggestion amounted to invention or not is immaterial. In any aspect of the case in view of the prior suggestion of the Lalande ferrous hydrate-copper oxide battery and of the Darrious copper-oxide cadmium battery, any invention that Jungner might have made was of narrow scope.

Following Jungner, Edison produced his nickel-iron battery which was of still a different type, namely, in which a metallic *hydrate* is opposed to a *metal*. This battery presented the first instance in the art of an operative combination in which iron was used and that material became useful only when prepared in special ways and in a metallic condition. The problem of obtaining electrolytically active iron was a difficult one. The Edison battery was also characterized in the additional respects that, to be operative, from 25 to 40 per cent of a non-active material (graphite) required to be mixed with the active masses; and in the final respect that in order to accommodate the changes in volume of the active masses, the latter were maintained under pressure between perforated plates of highly elastic metal.

Under the guise of a division of his original appli-

cation and without protest from the Examiners, Jungner filed the application for the patent under consideration and in that application embodied the inventive and characteristic features of the Edison battery, namely, the use of metallic iron on the negative electrode; the employment of graphite for admixture with both active masses and the maintainance of the active masses under pressure between perforated highly elastic metal plates. Not only was the so-called divisional application composed almost wholly of new matter, but the original disclosure was changed and suppressed. Furthermore, although the original disclosure described a battery of the type in which a hydrate was opposed to a hydrate, the so-called divisional application disclosed a battery of the Edison type, in which a hydrate is opposed to a metal. We have shown that in opposing Edison's Hungarian application, more than two years after Jungner's original disclosure, the latter still refers to the passage of the ferrous hydrate to the ferric condition and *vice versa*. It has also been shown that as late as January 22, 1901, Jungner in a Swedish application still adheres to this reaction and makes no reference whatever to the use of metallic iron. Finally, we have pointed out that in the Jungner battery as now constructed, Edison's exact mechanical construction and chemical make-up are employed, even to very small details. It seems incredible that such a condition of affairs should have been permitted in the Patent Office and it is especially repugnant to all considerations of equity and justice to have the Examiners stubbornly adhere to the position that Jungner's actions have been correct and are not susceptible of criticism. If the grant of the Jungner patent was not fraudulent, then we can only say that there is no limit to which unscrupulous applicants may not go in imposing upon the public.

2.

In support of the second charge, we have shown that in the Edison-Jungner interference, the issue covered broadly all batteries of the type in which metallic oxygen compounds, and specifically, a metal oxide, was opposed to a metal. That interference was dissolved in view of the Darrieus patent and the Examiners held that so far as this type of battery is concerned, it was not patentable to Edison or to Jungner. In the so-called Jungner divisional application, the battery described therein is, broadly speaking, of the exact type of the interference issue, namely, a metallic oxygen compound opposed to a metal. With any battery using a metal on its negative electrode, whether employing an oxide or a hydrate as a depolarizer, as soon as the battery begins to discharge or if not entirely charged, metallic oxygen compounds will exist on both poles. Consequently, the first two claims of the Jungner patent cover a battery of the interference issue in a partly discharged condition. Those claims are just as readable on the Edison copper-cadmium, Darrieus and Jungner silver-copper combinations, as they are upon the Jungner manganese-iron combination. The claims can only be applied to the latter combination by assuming that they cover that combination in a partially charged condition, and with this assumption they apply just as effectively to the interference issue. It is a fact, therefore, of which there can be no question, that the Examiners have allowed Jungner claims on the same invention that was held unpatentable by them in the Edison-Jungner interference. Furthermore, we have pointed out that in Jungner's original disclosure, he specifically recognizes the prior suggestion of a battery in which an oxygen compound of iron exists on the negative pole and an oxygen compound of another metal (copper oxide) exists on the other pole. For this reason, the first, second, eighth and ninth claims of the Jungner claims are directly anticipated by Jungner's original disclosure.

3.

In support of the third charge, we have pointed out that after the Jungner British patent was cited against the Edison copper-cadmium case, that reference was with drawn, in view of affidavits, as disclosing an inoperative invention. The broad claims were allowable to Edison only upon the theory that this patent was not a reference. The holding by the Examiners that the Jungner British patent covered an inoperative invention was equivalent to a similar declaration in respect to the original U. S. application. Under such a state of affairs no interference could exist between Edison and Jungner for the reason that the claims could not be patentable to both parties. If patentable to Edison, Jungner's disclosure must be regarded as inoperative; if patentable to Jungner, the latter's British reference became effective as against Edison. Notwithstanding this situation, the interference was declared, whereas if the Examiners had followed the correct practice the Jungner patent would have been cited against Edison, the latter would have been given the opportunity of demonstrating its inoperativeness and the patent of which we are now complaining would not have issued. The Examiners, however, withheld a citation of the Jungner British patent until ten days after the patent of September 1, 1903, was granted and it was then too late to counteract the injustice which had been brought by their incorrect action.

We submit, therefore, that the charges have been amply sustained and that the Examiners should either be dismissed from the service or else put in charge of some other division in which they may possibly be competent to act.

A. S. Worthington,
Melville Church.
Frank L. Dyer,
Of Counsel for Edison.

[24957]

L. S. BACON, ATTORNEY AT LAW.

J. H. MILANS. ATTORNEY AT LAW.

BACON & MILANS.

ATTORNEYS AND SOLICITORS IN PATENT CAUSES,

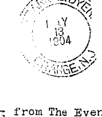
NO. 908 G STREET, NORTHWEST.

(ROOMS, 410-415.)

CABLE ADDRESS "NOCAM" LONG DISTANCE TELEPHONE.

Complaint

WASHINGTON, D. C., May 11, 1904.



F. L. Dyer, Esq.,

The Edison Laboratory,

Orange, N.J.

My dear Mr. Dyer:

I am sending you a clipping from The Evening Star of yesterday, relative to the Edison hearing. I do not know how this information leaked out, or whether it was your desire that it should get out. Whoever has given the information was somewhat cognizant of the facts. Judging from the last paragraph, it would indicate that the information came from the Patent Office.

If you would like additional copies, let me know, and I shall be glad to get them for you.

Yours very truly,

L S Bacon

Dict. LSB.-B.

Enclosure.

The Commissioner has gone abroad for a stay of four months

B

[ENCLOSURE]

T. A. E.

LOCAL DEMOCRATS

NORRIS WILL CONTROL TEMPORARY ORGANIZATION

At the Coming Convention—Credentials Given to Delegates Today—Nine Contests.

The democratic primary election commission, Mr. Edwin Sefton, chairman, which has had a rather rocky road to travel since its organization about two months ago, today concluded its work, with the announcement that the local democratic convention, which will be called to order Thursday at noon, will have as its temporary organization eighteen Hearst delegates and twenty-one Norris delegates. The time for the filing of protests ended at noon today, when notice of contest had been filed against eight districts carried by Norris and one district carried by Hearst. The returns of the primaries showed, prima facie, that Norris carried fifteen districts and Hearst seven, giving Norris forty-five delegates to the local convention as compared to twenty-one for Hearst. By the rules of the commission the delegates in each of the contested districts will be denied seats in the temporary convention, and this deduction will give Mr. Norris a majority of three votes in that body.

As the temporary organization will select its chairman by majority vote, and as the temporary chairman will be charged with the appointment of the committee on credentials, which committee in turn will pass upon the contests, it is only reasonable to believe that Mr. Norris will maintain his prestige and power, for the reason that a committee on credentials, composed of Norris men, would scarcely be supposed to decide to the disadvantage of their champion. Consequently the posted politicians interested in the local conflict are of the opinion that the permanent convention will find Mr. Norris in command, with his original forty-five delegates seated, against twenty-one for William Randolph Hearst. This will insure an anti-Hearst delegation to the democratic national convention, and the probable selection of Mr. James L. Norris as member of the democratic national committee to succeed himself.

Credentials Given to Delegate.

The election commission this afternoon issued to each of the sixty-six delegates who were elected according to the returns of Thursday last their certificates entitling them to seats in the local convention. Where these delegates represent districts against which contests have been filed that fact is noted on their certificate and they will be denied seats until the committee on credentials shall have determined their status. Hearst's New York lieutenants are working harder now than ever before in an endeavor to retrieve their crushing and unexpected (to them) defeat of a week ago. It is understood that all sorts of arguments are being brought to bear upon some of the delegates elected on the Norris ticket to forsake their champion and cast their lot with Mr. Hearst. Mr. Kelley, when advised of these rumors, merely laughed, and gave assurances that when the time comes it will be found his men are all loyal to the "regular democracy."

GEORGETOWN AFFAIRS.

Death of George T. Fritch — General and Personal News.

Mr. George T. Fritch died late last night at his home, 1507 33d street. Mr. Fritch had been ill with a complication of diseases for more than a year. The news of his

AN EDISON HEARING

ORDERED BY THE PRESIDENT BEFORE PATENT OFFICE.

Story Involving Indirectly the Commissioner and Directly One of His Examiners.

The President of the United States has demanded that Thomas A. Edison, the world-famed inventor, be given a hearing before the commissioner of patents.

Behind this simple statement of facts is a story involving indirectly the commissioner of patents and directly one of his examiners.

Some time ago Thomas A. Edison, who, by the way, has taken out more patents than any individual in the world, made application for a device to be used in connection with his famous storage battery, which he promised the public would revolutionize motor vehicles and be of incalculable benefit to the consumers of electricity.

While this application for patent was pending, it is charged, the examiner in charge of the case permitted an inventor who was operating along the same lines to withdraw his application and insert in the specifications and claims facts which were covered in the Edison patent.

According to the patent office practice this is entirely irregular, for in amending an application for patent the claimant is not allowed to insert anything not germane to the original application. In other words, if a man makes application for a patent for a sewing machine operated by a specified mechanism, he has no right after the application has been filed to withdraw the same and insert in that application a means for propelling the machine by other movements.

Entered a Protest.

When Edison's attorneys discovered that the rival inventor had been permitted through his attorneys to withdraw the papers in the case and insert features which were covered by the Edison invention, they immediately entered a protest and asked for a hearing. The commissioner refused to grant a hearing, and then it was that the case was taken to the President. The service of another attorney, who is well and favorably known at the White House, and who enjoys the confidence of the patent bar, was employed to make the presentation. Before going to the President, however, he made another try before the commissioner, and pointed out to him the course he would pursue in the event he was denied a hearing. The commissioner, it is stated, refused to interfere, and insisted that he would give no hearing on the question.

Taken to President.

The case was then taken to the President and fully explained. It is said after the President had patiently listened to a complete exposition of the case he said:

"What Mr. Edison asks is not unreasonable. He occupies a peculiar position in this inventive age, and he shall be given an opportunity to be heard."

With this he directed that communication be at once had with the commissioner of patents, and that he be directed to give a hearing upon the case.

This hearing, it is understood, has taken place before Assistant Commissioner Moore, the commissioner asking to be excused from hearing the arguments on the ground that his previous attitude might be considered as biased.

The greatest interest is being manifested in the outcome of the case, and those who are inside say that it may result in some changes in the patent office.

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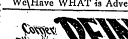

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Jungner Case.

May 13, 1904

L. S. Bacon, Esq.,
908 G - Street,
Washington, D.C.

Dear Sir:-

Your favor of the 11th inst. has been received enclosing clipping from the "Evening Star" of May 10, 1904.

I was quite disturbed when the interview with the President was divulged, because I hoped that his wishes would be respected. It does look, however, as if the leak came from the Patent Office. The case made be complicated by Mr. Edison's interview in which the Patent Office was critised, and I was afraid that this might seriously prejudice us, but since Mr. Allen has gone away for four months, it is possible that no harm has been done. Have you any reason to think that the statement in your article that "Those who are inside say that it may result in some changes in the Patent Office", is inspired or a mere guess.

Yours very truly,

FLD/MM.

(1)

S.E.T.

May 24, 1904.

The Honorable

The Secretary of the Interior:

Sir:

In compliance with instructions from the Commissioner of Patents, I have the honor to make the following report in the matter of the complaint of Thomas A. Edison against the actions of principal examiner T. A. Witherspoon and assistant examiner A. M. Lewers of this office.

As directed by the Commissioner of Patents, Mr. Edison was given a full and complete hearing, which took place on Apr. 4, 1904, to suit the convenience of his counsel, Mr. A.D.Worthington, Mr. Melville Church and Mr. Frank L. Dyer.

The complainant charges the examiners -

"With incompetence, neglect of duty and maladministration of office in connection with the grant of U.S.patent to Ernst W.Jungner, for reversible galvanic battery, No. 738,110, dated September 1, 1903, wherefor your your petitione and the public generally has and have suffered great and irreparable injury, and to the reproach and scandal of the Patent Office."

The specific charges are three in number:

"First. The Examiners in question allowed the Jungner

patent to issue when they knew, or should have known, that such issue was fraudulent.

"Second. The Examiners allowed the said patent to issue containing claims which they knew were unpatentable, and which in fact they had declared to be unpatentable, and which Jungner himself had admitted were unpatentable.

"Third. The Examiners granted the said patent for an inoperative invention, which fact had been previously brought directly to their attention and acknowledged by them."

Preliminary to a discussion of the specific charges, counsel for Mr. Edison have seen fit to criticise the original designation of these examiners to have charge of the examination of applications in the class of electro-chemistry. Inasmuch as this criticism has been made, it is deemed proper to reply thereto.

The difficulties experienced by experts with this class of invention is acknowledged by counsel. They state, page 2, intheir brief:

> "It may be said with entire safety that perhaps no class of invention is so complex and imperfectly understood as storage batteries. Very involved chemical and electrical phenomena are encountered in their operation, and their mechanical construction is frequently complicated. Although the original Plante battery was invented more than thirty years ago, the real operations which take place are even now but slightly comprehended, and in fact the experts are not agreed as to the reactions which occur therein."

The office quite agrees with this statement, and also with the following opinion expressed by them that:

"Certainly in the consideration of applications on new inventions in this class, the very highest technical skill and ability should be provided by the Office."

With regard to the original detail of the present examiners to the work of examining applications in the class of electro-chemistry, counsel for Mr. Edison say:

"The fact is, that owing to the system of promotion in the Patent Office, the two gentlemen here involved were put in direct charge of this extremely difficult class withou either having had any previous official experience with storage batteries or analogous devices, or so far as we know any practical or even theoretical experience with the same."

Such a statement as this amounts to a charge that these examiners were detailed to their present work without regard to their qualifications and previous experience. The insinuation in the above question is wholly unwarranted and is not true in fact.

Examiner Witherspoon's record was carefully considered before he was detailed to take charge of his present division. Mr. Witherspoon was graduated from the United States Naval Academy, completing the four years' course in 1883, and the six years course in 1885, and was appointed in this offi ce as the result of passing the highly technical examination required by the Civil Service Commission for assistant examiners. He was graduated from the Law School of Columbian University in 1891 and was ad-

mitted to the bar. In 1892, he took a course in electricity, and in 1893, a laboratory course in the same university, and in 1894 he received the degree of M. S. He then spent three years in the study of theoretical and laboratory chemistry, in physical chemistry, and in electro-chemistry, and received a certificate entitling him to the degree of Ph. D., when a suitable thesis should be presented. In consideration of these facts Mr. Witherspoon was detailed on November 12, 1901, to take charge of Division 3, in which division inventions belonging to the class of electro-chemistry are examined. His detail to this division was necessitated by the resignation of Mr. Eugene Byrnes, the examiner in charge of that division and who, it may be stated in passing, made the preliminary examinations in the original application of Jungner, of which the patent complained of is alleged to be a division, and also in the Edison application, No.39,994, which is also referred to in this report.

Mr. Lewers was graduated in 1892 from the School of Mines, University of Nevada, with the degree of B. S., and then took one year's post graduate works in physics and chemistry. He was appointed an assistant examiner in 1894, as the result of passing the Civil Service examination for that position. He was

detailed to his present division on April 9, 1896, and in the judgment of ex examiner Byrnes was qualified to assist him in the examination of applications for patents in the class of electro-chemistry, and he was detailed in 1898 to that work by examiner Byrnes. When Mr. Witherspoon succeeded examiner Byrnes in thefall of 1901, he retained assistant examiner Lewers to assist in the examination of applications in the class of electro-chemistry. The assignment of the assistant examiners in thevarious divisions to the examination of certain classes of invention which belong to the division is wholly within the discretion of the principal examiner in charge of that division. Since his detail Mr. Lewers has had one year's work in theoretical electricity at the Columbian University.

Every person entering the examining corps of this office is required to pass a rigid competitive examination in each of the following subjects:

(1) Mathematics, including algebra, geometry, trignometry, analytics and the calculus;
(2) Chemistry, including both inorganic and organic chemistry;
(3) Physics, including the entire field of advanced physics relating to electricity, thermodynamics, hydrostatics, light, sound, etc;

(4) Technics including the practical application of chemical and physical knowledge in the manufacturing arts, such as construction of bridges, dynamos, and processes of manufacturing explosives, steel, and submarine telegraph cables;

(5) Languages, including both scientific and literary German, or both scientific and literary French;

(6) Capacity for reading mechanical drawings, consisting in sight reading of the drawings of two machines without the aid of any description.

The additional requirement of a knowledge of modern languages was made in 1898, otherwise this examination has been substantially the same for years.

The records of the Civil Service Commission show that only about fifteen per cent of the applicants, most of whom are graduates of universities, succeed in passing this examination. Therefore those who do pass and receive an appointment are well grounded in their knowledge of the arts and sciences. It may safely be said that every person who receives an appointment as assistant examiner in the Patent Office has a foundation of knowledge which equips him for work in any of the examining divisions. Necessarily, some must be detailed to examine inventions which are simple, and others must examine the more difficult classes, but the mere fact that a man happens to be detailed on his entry into the office to a division in which the simpler classes of invention are examined, is no reason why the person so

detailed is not equipped with the proper foundation for work in those divisions where the more complex classes of invention are examined.

Just previous to the detail of Mr. Witherspoon to his present division, he had given eminent satisfaction as examiner in charge of the division in which are classified inventions belonging to the most important class of metal working. This division is considered to be one of the most important in this office.

It is admitted by all who are acquainted with the facts, that the corps of examiners in this office is composed of persons who are as able and as highly skilled in the arts and sciences as any like body either in the government service or out of it. Many of the leading patent lawyers in this country were former members of the examining corps of the Patent Office. The large corporations of the country who have to deal with inventions and the practice before this office, see to it that their patent departments are largely composed of men who have had experience in the examining corps of this office. A notable instance of this is the patent department of the General Electric Company. The attorney and most of the assistant attorneys employed by that company were formerly members of the examining corps of this office.

The Supreme Court of the United States in the case of Butterworth v. Hoe, 112 U.S., 50; 29 O.G., took occasion to refer to the character of work performed by the examining corps of this office. The court from time to time has had occasion to review the work of the examiners in this office in the consideration of the important and highly technical cases which have been before it for final adjudication. The court said:

> "There are thus two parties to every application for a patent, and more when, as in the case of interference claims or patents, other private interests compete for preference. The questions of fact arising in this field find their answers in every department of physical science, in every branch of mechanical art; the questions of law, necessary to be applied in the settlement of this class of public and private rights, have founded a special branch of technical jurisprudence. The investigation of every claim presented involves the adjudication of disputed questions of fact upon scientific or legal principles, and is therefore essentially judicial in its character, and requires the intelligent judgment of a trained body of skilled officials, expert in the various branches of science and art, learned in the history of invention, and proceeding by fixed rules to systematic conclusions."

The following opinions of the examining corps are to be found in the annual reports to Congress made by former Commissioners of Patents, whose opinions, because of their experience with the work of the office, are entitled to great weight.

Commissioner Butterworth said in his report dated January 31, 1885:

"The fact is that in point of experience, ability, and diligence in the discharge of their duties the examining corps of the Patent Office will compare favorably with any equal number of employees in any branch of the service of this Government, or any other."

Commissioner Hall in his report dated January 31, 1889, said:

"The members of the examining corps who have secured promotion, as a general rule, are men of education and high attainments, especially in the requisite knowledge of the sciences and the arts."

In his report dated January 31, 1891, the following opinion was expressed by Commissioner Mitchell:

" * * the present Examiners of the Patent Office do far more and better work than formerly. Owing to the wonderful progress in every art, they are required to be much more learned; they are experts in their several departments of scientific thought and acquisition; they are learned in the law, and as heads of divisions they are called upon to exercise administrative ability. What I save said of principal examiners is true in proportionate degree of the assistant examiners."

In his report dated January 31, 1893, Commissioner Simonds said:

"A competent examiner must possess a wide range of scientific and technical knowledge, a trained capacity for

analysis and comparison of mechanism, a fair knowledge of law in general, and a thorough knowledge of that patent law which the Supreme Court says is the 'metaphysics of the law.' The code of procedure and practice in the Patent Office is more complicated than that of any court of law, and necessarily so. The necessity inheres in the nature of the work. It is a pleasure to be able to say that the great majority of the examiners in the Patent Office are competent, and to repeat the statement that it is believed that there is no similar number of men in the world, gathered into one body, performing duties as delicate and difficult as those performed by the examining corps of the Patent Office."

Commissioner Seymour said in his report dated January 31, 1894:

"But after all deductions are made, the intelligent scrutiny given to the vast mass of material presented, the rapidity and thoroughness of the search through the prior art made under inadequate and forbidding conditions, have earned for the examining corps of the Patent Office the high encomiums of the most discriminating observers.

Charge 1.

The substance of the first charge is that the examiners allowed the Jungner patent to issue as a division of Jungner's prior application, when they knew, or should have known, that this issue was fraudulent, for the reason that in Jungner's original application a certain narrow invention in storage

batteries was disclosed, whereas in the patent issued to him the specification was amended by the addition thereto of new matter and claims were granted based upon the amended application. It is alleged, further, that Jungner's purpose in so amending his description was to obtain claims which cover the battery brought out by Mr. Edison subsequently to Jungner's original application.

A divisional application is permitted only for matter carved out of and therefore found in the original application, ex parte Henry, 64 C.G., 299. It follows, therefore, that no patent can properly be issued as a division of a prior application if such patent is based upon new matter, that is, matter not found in the original application.

There is of course no virtue in the mere statement in the Jungner patent that it is a division of an earlier application filed on August 17, 1899. The question whether or not a patent is a division of an earlier application is one of fact to be determined by a consideration of the disclosures of the two applications. A mere statement in a second application that it is a division of an earlier application can not

be accepted without examining the records to see if the statement is in accordance with the facts.

As stated in Bundy v. Rembarger, 92 O.G., 2002:

> "The question whether his second application is a continuation of the first as to the matter in issue is one of fact which must be determined from the records, since a mere statement in the second that it is a continuation of the first could not be accepted without examining the cases to see if it was in accordance with the facts. The statement would be a mere notice calling attention to the fact, but the fact and not the statement is what would justify action."

In some cases applications have been held to be proper divisions when the description in the divisional application was merely an extension of the description in the original and no new function resulted from the extended description. Ex parte Keyser, 83 O.G., 915. But it is essential in order to constitute a true divisional application that the invention described therein should not differ in substance and scope from that described in the original. In some cases a subsequent application is filed as a continuation of an original application. In those cases there are features common to both applications, yet new matter is inserted in the subsequent application. As to the features of invention which are common to both applications, the inventor is entitled to the original date as a construcive reduction to practice for the invention which is

[INCOMPLETE]

common only to both applications. This has been decided by the Court of Appeals of the District of Columbia in Cain v. Park, 86 O. G., 797.

* * * * * -X -* * * * * * * *

It is to be observed that claims 1,2, 8 and 9 of this patent cover generically a battery in which the electrodes therein are provided with active masses of metallic oxygen compounds, and the remaining claims state specifically that these compounds are hydrates.

In the light of the disclosure of the Jungner patent, the electrodes are in this condition only when the battery is in a state of change, that is, partially charged, or partially

discharged. In the light of the original disclosure, the claims of the patent cover a battery in which a hydrate is opposed to a hydrate under all conditions, whether the battery is in use, or whether it is charged or discharged. It follows, therefore, that the disclosure in the Jungner patent is a different invention from that originally disclosed by him in his parent application, and therefore there is no basis in the original disclosure for the disclosure of his patent. The distinction between the two may be expressed in the statement that there is no interference in fact between these claims when applied to the two disclosures.

I find, therefore, that the examiners erred in allowing the Jungner patent as a division of the earlier application, as the patent is not in fact a division, for the reason that it not only contains new descriptive matter relating to its mechanical structure, but the invention disclosed is so changed as to be in fact another invention from those originally disclosed in the early application, and that the patent therefore as to this new matter is effective only as to its new filing date. There is, however, no evidence of intent on the part of the examiners to do a wrong in granting this patent. The allowance of the patent

as a division of the original application was due solely to the failure on the part of the examiners to appreciate the real significance of the enlarged disclosure made by Jungner in his application which resulted in the patent.

The first charge is, in my opinion, sustained only in so far as it alleges that the examiners "should have known" that the Jungner patent issued on an application which was not properly a division of the original application to which it referred.

Charge 2.

The substance of the second charge is that the examiners allowed patent No. 738,110 to issue to Jungner containing claims which they knew were unpatentable, which they had admitted were unpatentable, and which Jungner himself acknowledged were unpatentable.

Of the twenty claims allowed in the Jungner patent, but four of them are specifically referred to in this charge. These claims are as follows:

> "1. In a reversible galvanic cell, an alkaline electrolyte and electrodes therein having active masses of metallic oxygen compounds, said active masses insoluble in the electrolyte under all conditions of working, substantially as set forth.

"2. In a reversible galvanic cell, an alkaline electrolyte, an electrode having an active mass of an oxygen compound of a metal, and a second electrode having an active mass of an oxygen compound of another metal, both active masses substantially insiluble in the electrolyte under all conditions of working, substantially as set forth."

"8. In a reversible galvanic cell, an electrode having an active mass of an oxygen compound of iron, a second electrode having an active mass of an oxygen compound of another metal, and a suitable electrolyte in which the electrodes and active masses are substantially insoluble, for the purposes set forth.

"9. In a reversible galvanic cell, an electrode having an active mass of an oxygen compound of iron, a second electrode having an active mass of an oxygen compound of another metal, and an alkaline electrolyte in which the electrodes and active masses are subst antially insoluble, for the purpose set forth."

A consideration of these claims makes it apparent that their language is such as to render them capable of several distinct meanings. The language of these claims applies to the Jungner iron-manganese battery suggested by him in his original application in which metallic oxygen compounds (metal hydrates) exist on both poles at all times, but in the light of the description in the Jungner patent they cover the battery therein disclosed while it is in a state of change. Edison contends that claims 1 and 2 when thus interpreted can also be read on the Edison copper-cadmium and the Darricus silver-copper battery, and

in the same sense these claims, as well as claims 8 and 9, are applicable to the iron nickel battery disclosed by Edison in his patent No. 678,722. These claims, however, were evidently regarded by the examiner, in view of the fact that he saw no difference between the original and the later disclosure, as broadly covering Jungner's originally disclosed iron-manganese battery, in which a hydrate is opposed to a hydrate at all times, and this narrow view of these claims was the only one taken by the examiner when he allowed them to issue in the alleged divisional patent, and it can not be successfully disputed that these claims are not broad statements of Jungner's originally disclosed iron-manganese battery in which a hydrate is opposed to a hydrate at all times.

With regard to the charge that the examiner admitted these claims to be unpatentable, it is to be observed that the issue of the interference in which the Edison copper-cadmium battery and the Jungner silver-copper battery were involved was expressed in ten counts. Count 9 may be taken as an examine and is as follows:

> "9. In a reversible galvanic cell, an alkaline electrolyte, an electrode carrying an electrolytically active oxidizable metal insoluble in the electrolyte, and a second electrode carrying an oxygen compound of a metal, also insoluble in the electrolyte."

The examiner rejected this issue as unpatentable in view of the disclosure in the French patent to Darrieus. The fact that the examiner rejected the claims of the Edison copper-cadmium battery, and claims to the Jungner silver-copper battery as expressed by this count when he dissolved the interference upon the French patent to Darrieus cannot be construed as contended by Edison, as an admission by the examiner that these claims were unpatentable. While it is true that these claims can only be applied to the disclosure of the Jungner patent when the battery therein described is in the state of charge, yet this view of these claims was not taken by the examiner. In view of the fact that the second application was looked upon as a division of the original application, the examiner had only the original disclosure in view, and the claims were regarded by him as covering broadly the iron-manganese battery originally disclosed by Jungner. As stated above, it cannot be successfully disputed that they are not broad statements of the combination originally disclosed by Jungner in which a hydrate is opposed to a hydrate. There is no reason, therefore, to regard the action of the examiner in dissolving the interference as an admission that the claims were unpatentable.

Edison also seeks to establish the fact that the records show that Jungner acknowledges in his original specification that the invention covered by claims 1, 2, 8 and 9, of the Jungner patent was old. It is contended that the Lelande battery referred to by Jungner in the specification is covered by these claims. This contention is not, in my opinion, well founded for the following reasons: The type of battery sought to be covered by these claims is one in which, as stated by Jungner, "on charging or discharging the electrolyte remains the same both in quality and quantity." This also is the type of battery disclosed by Edison in his patent No.678,722, granted July 16, 1901.

The differences between the Jungner and the Lalande batteries are pointed out in the affidavit of Edison's expert Professor Main. He states:

> "In the British patent, Jungner describes what he evidently regards as a battery of a new type, namely, one having an absolutely unchangeable electrolyte, as distinguished from the well-known lead accumulators, as well as the Lalande secondary battery wherein ferrous hydrate-$Fe(OH)_2$-is opposed to copper oxide. With these latter cells, the solution takes part in the reactions, its quality or quantity or both being subject to change in use, and consequently a considerable surplus of electrolyte must be employed. Jungner's idea was to use an unchangeable electrolyte, which 'fulfulls the role of a conductor of secondary order between the electrodes.'"

In my opinion, in view of these acknowledged differ-

ences between the two batteries, there is absolutely no gound whatever for the charge that the examiner knew that Jungner had acknowledged in his original specification that these claims were unpatentable, for the reason that Jungner, in his reference to the Lalande battery, particularly pointed out the difference and supposed advantage of his type of battery over the Lalande battery. It is sought by counsel to make it appear that the words "substantially insoluble" in claims 2, 8 and 9 mean that the electrodes and active masses thereon are to a degree soluble in the electrolyte. These words in my opinion do not have this significance. While the word "substantially" was used in this connection for the first time in the second Jungner application, it clearly appears from the disclosure in that application that what Jungner meant by the phrase "substantially insoluble" was that the electrodes and active masses were for all practical purposes insoluble in the electrolyte. I find that the allowance of claims 1, 2, 8 and 9is directly traceable to the fact that the Jungner patent was issued as a division of the patent application. But for this, the examiner would have undoubtedly appreciated the fact that these claims, in the light of the disclosure of the patent, cover that battery when in a state of change,

as well as the battery originally disclosed by Jungner in which a hydrate is opposed to a hydrate at all times. The charge that the examiners knew that the claims were unpatentable, that they had admitted that they were not patentable, and that they knew that Jungner had acknowledged that they were unpatentable is not sustained.

Charge 3.

The substance of the third charge is that the examiners granted the Jungner patent on an inoperative combination, of which fact they had full knowledge.

It appears that Edison had filed an application for a patent on a copper cadmium battery and in the first letter of rejection the examiner cited against the claims the Jungner British patent, the disclosure of which corresponds to that in the original application filed by Jungner in this country. The portion of the disclosure in the British patent, which was deemed to be a reference for the Edison claims, was that which related to a silver-copper battery. In traversing this rejection, affidavits were filed, one executed by Edison, and another by his assistant Refn, for the purpose of showing that Jungner's sug-

gested combinations were inoperative. These affidavits were filed in Edison's case and were presented before Mr. Witherspoon took charge of the division. They were, however, subsequently, considered by Mr. Witherspoon in connection with Edison's case and he naturally made use of the information therein contained in treating Jungner's application which was made before him. It is to be noted, however, that Jungner's has divided from his application the claims relating to his iron-manganese battery in which a hydrate was opposed to a hydrate, and that the future prosecution of the original case related to the other form of invention. It was only in regard to this latter form that the examiner was called upon to apply the information furnished in the affidavits. When Jungner subsequently claimed a battery in which a hydrate was opposed to a hydrate, it may well be that the examiner overlooked the fact that the affidavits previously considered by him dealt with that subject, and he may have failed to avail himself of such information as those affidavits contained. This would not be surprising and would furnish no ground for censure, for any one familiar with the number of cases considered and decided by the examiners must know that the examiners cannot be expected to remember all contentions made in the various cases by way of argument and affidavit. It may be noted, further, that the

examiner is not bound to accept as conclusive even the affidavit s of Mr. Edison and Mr. Rafn. He had before him the affidavits of other experts opposed to those of Messrs. Edison and Rafn. The examiner should avail himself of all pertinent information, but after that it is his duty to draw his own conclusions, since he is a judicial officer and he is not to be censured for differing in opinion from others, unless it is upon the ground that the invention is so plainly inoperative that no one could honestly reach any other conclusion without being incompetent and lacking in the mental capacity and scientific education which would enable him to understand the subject.

During the year 1902, examiners Witherspoon and Lewers had before them Edison's copper- cadmium application and Jungner's silver-copper application. The parties were making similar claims and the situation was such that each party's righ to the claims depended upon the question whether the invention disclosed in Jungner's British patent was inoperative. If that invention was operative Edison was not entitled to the claims because Jungner was the first inventor, whereas if it was not operative, Jungner was not entitled to the claims because he had no operative invention, and Edison was entitled to them. The decision of this

one question was to dispose of the rival claims of the two parties to the same thing, and each party was filing *ex parte* affidavits in support of his side of the question. Under the circumstances the examiner seems to have concluded that it would be better to investigate the matter *inter partes*, where both parties could be heard and where the testimony of witnesses might be taken with the right of cross-examination. He declared an interference between the two applicants on October 26, 1902.

The complainant charges that the declaration of this interference was improper and assists in showing that the examiners are incompetent. He further says that it deprived him of the opportunity of showing that Jungner's invention was inoperative.

It may be noted in the first place that the declaration of this interference shows beyond question that the examiners were not attempting to permit Jungner to surreptitiously appropriate features of Edison's invention. By declaring the interference Edison would be permitted to see just what Jungner was claiming and would be permitted to attack his right to make the claims by a motion for dissolution under Rule 122.

In regard to the propriety of the declaration of interference, it may be said that, aside from any consideration of a

technical construction of the rules and decisions, the examiner's action seems to have been in accordance with the dictates of common sense and sound reason. The claims of the parties interfered and the question was which of them was the real inventor. If the examiner was in any doubt as to the operativeness of Jungner's invention which controlled that question, it seemed reasonable to permit the parties to contest it *inter partes* instead of letting them proceed *ex parte*, each in ignorance of what the other was doing. The Patent Office has frequently permitted the taking of testimony as to the operativeness of the invention of one party or the other, as illustrated in the following cases: Taluau v. Belcher, 69 MS. Dec., 478, 70 MS. Dec., 216; Campbell v. Pupin, 74 MS. Dec., 178; Read v. Scott, 76 MS. Dec., 21, and Greenawalt v. Mark, 78 MS. Dec., 206.

There was, therefore, no serious departure even from precedent in declaring the interference before finally determining *ex parte* the operativeness of Jungner's invention, either by tests or by means of affidavits.

The declaration of the interference was under any view of the matter no injury to Edison. On the contrary, it gave him an opportunity to see Jungner's case and to attack it if it was not valid. It seems that he did not avail himself of that oppor-

tunity, but the examiners were not the ones to blame for that. Edison suggests that the examiners were to blame even for this, for he says in effect that they misled him as to what was in Jungner's case by declaring an interference, when in his opinion Jungner did not have a disclosure justifying the declaration. He says that he supposed and had the right to suppose that the examiner had made no error in declaring the interference and had not included the alleged inoperative invention disclosed in Jungner's British patent. As a consequence of this reliance upon what he regarded as the examiner's duties under the circumstances, he did not take the trouble to look at Jungner's application included in the interference.

The statutes relating to procedure in the Patent Office providing for reconsideration in view of applicant's arguments and providing for appeals from adverse decisions necessarily contemplate that errors may be made, just as do statutes relating to appeals in the courts. Parties are not required or expected to blindly accept the first action made, but are expected to consider the propriety of the action and to give the office the benefit of whatever light they can throw upon the subject.

Rule 122, providing for motions in interference cases, is as follows:

"122. Motions to dissolve an interference upon the ground that no interference in fact exists, or that there has been such irregularity in declaring the case as will preclude a proper determination of the question of priority, or which deny the patentability of an applicant's claim, or his right to make the claim, should, if possible, be made not later than the twentieth day after the statements of the parties have been received and approved. Such motions, and all motions of a similar character, should be accompanied by a motion to transmit the same to the primary examiner, and such motion to transmit should be noticed for hearing upon a day certain before the examiner of interferences. When in proper form the motion presented will be transmitted by the examiner of interferences, with the files and papers to the proper primary examiner for his determination, who will thereupon fix a day certain when the said motion will be heard before him upon the merits, and give notice thereof to all the parties. If a stay of proceedings be desired, a motion therefor should accompany the motion for transmission.

"When the motion has been decided by the primary examiner, if no appeal has been taken therefrom, at the expiration of the time limited for appeal the examiner will return the files and papers, with his decision, to the examiner of interferences. Such decision will be binding on the examiner of interferences unless reversed or modified on appeal. (Rule 124.)"

Rule 124, providing for appeals on the same, is as follows:

"124. Appeal may be taken directly to the Commissioner from decisions on all motions except the following: (1) On motions to dissolve which deny the patentability of applicant's claim; (2) on motions to dissolve which deny the right of an applicant to make the claim; (3) on motions involving the merits of the invention. Decisions on these motions, when appealable, go to the examiners-in-chief, <u>in the first instance</u>, and upon such appeals the question <u>shall be heard inter partes</u>.

"From a decision of the primary examiner affirming the patentability of the claim or the applicant's right to make the same no appeal can be taken."

(1.)

These rules exist for the very purpose of permitting applicants to contest on appeal the question whether or not the original declaration of an interference was regular. These rules provide ample means by which Edison could have raised and contested the very questions which he now raises against Jungner's patent. These rules contemplate just such error as is now charged and provide the remedy. The fact that Edison did not then raise the objections against Jungner's application may well have been taken as indicating that he did not then regard it as open to the objections. It would have been unreasonable for the examiner to suppose that Edison had not availed himself of the opportunity to examine his rival's claims, particularly where the invention is said to be so important, and it would have been equally unreasonable to suppose that he would not raise against Jungner's application any grounds of objection which he regarded as valid. It may well be that the failure of Edison to raise these objections when he had an opportunity under the provisions of Rule 122, which exists for that purpose, and when it would have been to his interest to do so, was one of the things which influenced the mind of the examiner and induced him to conclude that Jungner's application which resulted in the patent was not objectionable on the ground of inoperativeness.

The contention of counsel for Edison that the declaration of the interference and the failure to insist upon Jungner's British patent as a reference for Edison's claims prevented Edison from having an opportunity to demonstrate the alleged inoperativeness of Jungner's invention is not well taken. He was given the opportunity to make the demonstration in the interference where it could have been done more thoroughly and more effectively, but he did not avail himself of the opportunity. He chose instead to informally call the examiner's attention to a prior French patent which he regarded as anticipating the particular claims constituting the issue of the interference. Edison was not deprived of the opportunity to contest the question of inoperativeness, but he simply failed to avail himself of the opportunity which was given him.

It may be noted that up to the time of the declaration of the interference, Edison's counsel state that they felt secure and had no reason to suspect that anything unusual might occur in this case. This, therefore, is practically an admission that up to that time at least they had found no cause, either from the treatment of this case or other cases filed by Mr. Edison, for regarding the examiner in charge of the application as incompetent. Mr. Wither-

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spoon had acted on the cases for more than a year and Mr. Lewers had examined this class of cases for more than five years.

I am of the opinion that the third charge is not sustained.

My conclusion, upon a consideration of the entire record, therefore, is that there is absolutely no evidence of any malfeasance or intentional wrong-doing on the part of the examiners. As to the second and third charges, I am of the opinion that they should be dismissed.

In regard to the first charge, however, I find that the examiners failed to appreciate the nature of the enlarged description which Jungner had filed in his second application which resulted in the grant of his patent, and that they should have appreciated the effect of this enlarged description. It is of course possible that a mistake in the issue of a patent may be made in the press of business when it would not be made otherwise. In the present case the error is obvious and appears clearly upon a comparison of Jungner's original application with the application upon which his patent was granted.

* * * * * *

The action of the examiners in permitting this enlarged description in the second application which resulted in the patent indicates either, first, that the error was due to an oversight on their part in the great pressure of business which the force of this office continually has before it, or, second, that they were extremely careless in permitting the patent to issue containing the changed disclosure, or, third, that they were unable to appreciate the fact that the description in the patent was so changed and enlarged as to cover a battery having the

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characteristics of the claim which they rejected on the ground of new matter in the original application.

The examiners, however, have reported "that the importance of this invention was recognized from the start and extraordinary care was exercised in its treatment." This statement shows that the error was not the result of an oversight, nor was it due to careless treatment of the case.

The examiners also report with regard to the first charge:

> "We deny that these statements relating to the division of the application referred to are false and misleading, and we assert that a basis does exist, and did originally exist in said application for the description and claims of said patent."

That differences do exist between the disclosure in the patent and the disclosure in the parent application is apparent to a mere casual reader of the two specifications. The question of the nature and effect of these differences was before the examiners, for their decision as judicial officers of this bureau, when they examined the alleged divisional application of Jungner upon which the patent was issued.

The examiners' statement that in their opinion "a basis does exist and did originally exist" in the parent application for the description and claims of the patent can only mean that the

difference between the two descriptions are in their opinion warranted in view of the doctrine announced in *ex parte* Keyser, *supra*, which permits in a divisional application a mere enlargement of description with no changes of function.

To so view the effect of the enlarged and changed description in the patent to Jungner, is in my opinion a grave error of judgment, and in view of the statements of the examiners, above referred to, the conclusion is inevitable that they are unable to appreciate the fact that the description in the patent is so changed and enlarged as to cover a battery having the characteristics of the claim which they rejected on the ground of new matter in the original application.

Having reached this conclusion, I am of the opinion that the examiners should be relieved from their present assignment in Division 3, and transferred to duty in other examining divisions of this office, and that other examiners should be assigned to Division 3, in which division applications for patents belonging to the class of electro-chemistry are examined. Such action in my opinion will fully meet the requirements of this case. An order to this effect will be promulgated as soon as I am notified of your approval of my conclusions herein.

Both of these gentlemen have been members of the examining corps for years, Examiner Witherspoon since 1886, and Assistant Examiner Lewers since 1894. Their previous records for conscientious and efficient public service are excellent. I regard them as persons competent to hold their respective offices of principal examiner and assistant examiner, and no reason appears which would warrant their removal from the public service.

The papers in the case, including the charges, the examiners' answer, and complainant's brief, are transmitted herewith.

Very respectfully,

C. B. Moore

Acting Commissioner.

Jungner Case.

June 17,1904.

A.S. Worthington, Esq.,
Columbian Law Building,
Washington, D.C.

Dear Colonel Worthington:

Mr. Church has sent me a copy of Mr. Moore's findings in the matter of Mr. Edison's charges, and I regard the result as a complete victory for us. The report finds that the so-called divisional application contains new matter obvious from a most casual examination, that it is not a proper division and cannot be antedated and that the examiners have shown such an utter lack of judgement that they should be transferred.

I am having the report copied now, and will send you a copy in the coarse of a day or so for your files. In the meantime, please accept my best thanks and congratulations for your assistance in this matter.

Yours very truly,

FLD/ARK.

Jungner Case.

June 17, 1904.

Melville Church, Esq.,

Mc Gill Building,

Washington, D.C.

My dear Mr. Church:-

I thank you for your favor of the 16th inst. enclosing copy of Mr. Moore's findings in this case, together with his letter. I look upon the report as a complete victory, as I had no hope that we would be able to prevail on the second and third charges. Mr. Edison is exceptionally pleased with the result of our efforts. Kindly accept my best congratulations for your very satisfactory and able work. I am having the report copied and will send a copy to you in the course of a day or so, and also, one to Col. Worthington.

In discussing the case with Mr. Edison this morning, he first felt that we ought to push it further to the extent of approaching the Department of Justice to commence suit on behalf of the Government to have the Jungner patent annulled. It seemed to me, however, that such a course would be pretty nearly hopeless, and there might be developments which would react unfavorably. In Mr. Moore's report we have secured a practical condemnation of the Jungner patent

and we can certainly use that report as effectively against the Jungner patent, as the patent can be used against us. I think, therefore, that we had better let the matter stand as it is, but would be glad to have your view.

It might be possible to have Mr. Moore publish his report in the "Gazette" somewhat on the theory that when a newspaper unintentionally publishes a libel, it gives the same conspicuousness to its retraction. If this cannot be done, kindly order and obtain as soon as possible, a certified copy of at least so much of the report as has been furnished us, in order that I may have it here for future use.

Yours very truly,

FLD/ARK.

MELVILLE CHURCH.
J. B. CHURCH.
—
A. S. STEUART.

PATENT CAUSES.

LAW OFFICES OF

CHURCH & CHURCH,

McGILL BUILDING,
908 G STREET N.W.

LONG DISTANCE TELEPHONE MAIN 2146.
CABLE ADDRESS "CHURCH." A. B. C. CODE USED.

WASHINGTON, D. C.

June 20, 1904.

FRANK L. DYER JUN 1904 ORANGE, N.J.

Mr. F. L. Dyer,
C/o Edison Laboratory,
Orange, N.J.

My Dear Mr. Dyer:-

I thought Mr. Moore's report would please both you and Mr. Edison. I showed it to Mr. Worthington and it gave him great satisfaction. We concluded that at least one count of the indictment had stood firm and we also concluded that the findings were about as hard upon the Commissioner as they were upon the Examiners. I think Mr. Moore and his law clerk, Mr. Billings, who I believe put the report in form, conscientiously tried to do their full duty. Mr. Worthington and I may have given some moral support, but credit for the results belongs, principally, to you. I do not recommend asking any action at the hands of the Department of Justice, and I see no possibility of getting Mr. Moore's report in the Official Gazette. I have however ordered a certified copy of the report, as requested.

I think it would be a very graceful thing for Mr. Edison to write to the President thanking him for his assistance and expressing gratification as to the outcome.

Yours truly,

EG

Melville Church

June 24,1904

Charges Against Patent Office Examiners.

T. C. Martin, Esq.,
114 Liberty Street,
New York City.

Dear Sir:-

At Mr. Edison's request, I enclose the copy of the report of the Acting Commissioner of Patents in the matter of the charges preferred by Mr. Edison against two Patent Office Examiners, together with a statement of my own explaining briefly what the case was.

It would appear from the newspaper accounts of the report that Mr. Edison had failed completely in his charges when, as a matter of fact, as you will see from reading the report, that on the vital point involved, he was sustained absolutely. The newspaper accounts also made it appear that the Jungner patent in some way menaced the Edison battery, although the fact is that the report forever disposes of it if, at any time, it was of importance. These newspaper reports were so unfair as to lead to the suspicion that they were inspired by hostile interests If possible, therefore, I wish you would put the facts straight. Should anything be published, kindly furnish me with a copy containing it.

Yours very truly,

Mr. Edison's Counsel, Frank L. Dyer, made the following statement:

For a number of years Mr. Edison has been working on the development of his improved storage battery, and in that work has conducted probably the most elaborate series of experiments ever before undertaken, costing several hundred thousands of dollars. As a result, many important inventions and discoveries were made, resulting in the present perfected iron-nickel battery. Naturally, he has sought to protect himself in every possible way, and up to the present time several hundred applications for patents have been filed and granted in this country and elsewhere throughout the world. The important patents, however, were obtained in 1901. Now, in the case of almost every important invention, it generally happens that after the invention has been disclosed to the public and put on the market and is found to be a good thing, other people come forward making claims to priority and seeking in every possible way to embarrass and harass the original inventor, possibly in the hope that they may be bought off. Such was the case with the Bell telephone, which after the grant of Bell's patent was claimed by Drawbaugh, by Gray, by McDonough, by Dolbear, by Richmond, and by many others. When Mr. Edison made his electric lamp, priority was claimed by others, and it was only after years of expensive litigation that his rights were established. The Edison battery is no exception to this general rule, and we have in this case a Swedish scientist, named Jungner, advancing the same claims. Jungner apparently bases his case entirely on an application for patent filed in March 1899, but that application was entirely foreign to anything suggested by Mr. Edison, as it described entirely different active

materials, not only specifically, but in their general character and an entirely different mechanical construction. Jungner never was entitled to a valid patent that would, to the remotest extent embarrass Mr. Edison, and we have therefore given him no thought whatever. It appears that after the Edison patents issued in 1901, Jungner sought by amendment to include in his original application of March, 1899, some of the chemical and mechanical features of the Edison battery, in order to lay the basis for a claim covering the Edison battery; but the Patent Office examiners in charge of these inventions detected the obvious character of such subtefuge and refused to permit the amendment to be made on the ground that they embodied what is technically called - new matter. Meeting defeat in this direction, Jungner attempted to do indirectly what he had failed to accomplish by more direct methods. Therefore, in June 1902, he filed an application for a patent that was represented as being a division of his original application of 1899. Under the law, a true divisional application receives the benefit of the date of the original or parent application, upon which it is based, but obviously a divisional application to be proper, must be supported on the original disclosure and no new matter is allowed therein. This rule is so well established in the Patent Office that the examiners in that Bureau have developed a rather remarkable ability in detecting attempts to inject new matter into applications, whether by amendment or by the filing of so-called divisional cases. Notwithstanding this fact, however, Jungner in his alleged divisional application introduced the same features of new matter that he had been prevented from introducing by way of amendment of his original case, and a patent was therefore granted to him on September 1, 1903, disclosing chemical and constructional features

that had been invented by Mr. Edison and disclosed in Mr. Edison's patents in 1901, or more than a year before the Jungner application was filed. Of course, a patent granted under these conditions is entirely invalid, and it has, therefore, given us no concern whatever; in fact, I should like nothing better than to have Jungner attempt to enforce any rights under this patent, because in this way he would subject himself to the jurisdiction of our Courts, and could thereby be reached directly. The point that did disturb Mr. Edison, however, was that the facts surrounding the grant of this Jungner patent indicated, that the Patent Office examiners who have charge of storage battery applications must be either grossly careless or incompetent, and there could be no assurance that in the future some very serious oversight or mistake or evidence of incompetence might be made or committed by them. Charges were therefore filed against the examiners, in order that they might either be dismissed or transferred to some other examining division. These charges were referred by the Secretary of the Interior to the Commissioner of Patents, and the latter gentleman reported that he had looked into them and believed that they were without merit, and therefore recommended that no opportunity whatever be given to present them by way of argument. At this stage of the proceedings, I saw President Roosevelt, who promptly decided that any respectful request which Mr. Edison might make, was at least entitled to an orderly investigation with the opportunity of a hearing, and it was therefore suggested to the Commissioner that this be done. Since the Commissioner had already informally passed upon the case, the matter was referred by him to his assistant, Mr. Moore, before whom on April 4th last, a very full argument was made.

I have before me the report of the Assistant Commissioner of May 24, 1904 to the Secretary of the Interior in which the charges are very patiently, exhaustively and fairly investigated, and in which our position is sustained in every important respect. Among other things, the Assistant Commissioner says:

> " It follows therefore that the disclosure in the Jungner patent is a different invention from that originally disclosed by him in his parent application, and therefore there is no basis in the original disclosure for the disclosure of his patent."
>
> * * * * * * * * * *
>
> "I find therefore, that the examiners erred in allowing the Jungner patent as a division of the earlier application, as the patent is not in fact a division, for the reason that it not only contains new descriptive matter relating to its mechanical structure, but the invention disclosed is so changed as to be in fact another invention from those originally disclosed in the early application and that the patent therefore as to this new matter is effective only as to its new filing date".

And in his conclusion he says:

> "To so view the effect of the enlarged and changed description of the patent to Jungner, is in my opinion a grave error of judgment, and in view of the statements of the examiners above referred to, the conclusion is inevitable that they are unable to appreciate the fact that the description in the patent is so changed and enlarged as to cover a battery having the characteristics of the claim which they rejected on the ground of new matter in the original application.
>
> Having reached this conclusion I am of opinion that the examiners should be relieved from their present assignment in Division 3 and transferred to duty in other examining divisions of this Office, and that other examiners should be assigned to Division 3 in which division applications for patents belonging to the class of electro-chemistry are examined."

Legal Department Records
Battery - Case Files

***Thomas A. Edison and the Edison Manufacturing Company* v.**
James W. Gladstone and Eben G. Dodge

This folder contains material pertaining to a suit brought by Edison against former employees James W. Gladstone and Eben G. Dodge, who established the Battery Supplies Co. to compete with the Edison Manufacturing Co. in the sale of primary batteries. The case, which was initiated in the U.S. Circuit Court for the District of New Jersey in July 1903, involved the alleged infringement of Edison's U.S. Patent 430,279. The selected items include the bill of complaint, answer, and affidavits; correspondence regarding the progress of litigation; and a settlement agreement signed in November 1904. Also included is an undated answer by Edison, filed in the countersuit brought against him and the Edison Manufacturing Co. by Gladstone, who claimed the right to manufacture batteries under Felix Lalande's U.S. Patent 479,887. At the end of the folder is an agreement of August 4, 1905, between Gladstone and the Edison Manufacturing Co., providing for the purchase of the Battery Supplies Co. by Edison's company. Related material can be found in the "Battery, Primary" folders in the Document File Series (D-03-02 and D-04-02).

E. G. DODGE,
MANAGER

L. D. TELEPHONE
No. 318

BATTERY SUPPLIES COMPANY,

FACTORY AND OFFICE,
S. W. CORNER JELLIFF AND AVON AVENUES,

NEWARK, N. J., July 11th, 1903.

Patented in France
May 28, 1890.
filed June 27, 1891

Thomas A. Edison, Esq.,

Orange, N. J.

Dear Sir:-

Please take notice that I am the owner of U.S.Patent No.479,887 granted August 2nd, 1892, to Felix de Lalande for Improvement in Galvanic Batteries.

I have been advised by my patent lawyers that batteries which you have made and sold, and are now making and selling infringe the said patent.

Therefore, I demand that you discontinue the manufacture and sale of such batteries, and account for past infringement of the patent.

If you do not accede to my demand, I shall be obliged to bring suit for an injunction and an accounting.

Yours truly,

I W Gladstone

Mr Dyer
Mr Edison told me to
hand you this letter
J F Randolph

UNITED STATES CIRCUIT COURT
DISTRICT OF NEW JERSEY

Thomas A. Edison et al
Complainant

vs.

Jas. W. Gladstone
Defendants.

In Equity.

NOTICE.

HOWARD W. HAYES,
COUNSELLOR AT LAW,
765 BROAD STREET,
NEWARK, N.J.
PRUDENTIAL BUILDING.

GROVER BROTHERS LAW BLANK PUBLISHERS, NEWARK, N. J.

UNITED STATES CIRCUIT COURT
DISTRICT OF NEW JERSEY.

Thomas A. Edison, et al., Complainant vs. James W. Gladstone, et als, Defendants.	;	In Equity. Notice.

Please take notice that on Thursday, the third day of December, 1903, at eleven o'clock in the forenoon, at the court rooms at Wilmington I shall move for a preliminary injunction as prayed for in the complainant's Bill of complaint.

In pursuance of an order of the court a copy of which is hereto annexed, I herewith serve you with copies of the complainant's Bill of Complaint and moving affidavits. The exhibits mentioned in said affidavits are at my office No. 765 Broad Street, Newark, New Jersey, where they may be inspected during business hours.

Dated November 23rd 1903.

Yours &c.

Howard W. Hayes,

Solicitor of Complt.

To the Solicitors
of the Defendants.

UNITED STATES CIRCUIT COURT

DISTRICT OF NEW JERSEY.

THOMAS A. EDISON, et al, Complainant vs. JAMES W. GLADSTONE et als., Defendants.	; ; ;	In Equity. Order.

It is ordered that the hearing of the motion for a preliminary injunction made in the above cause be set down for Thursday, the third day of December, 1903, at eleven o'clock in the forenoon at the court rooms at Wilmington; and that the complainant serve a copy of the his Bill of Complaint and moving affidavits on the solicitor of defendants on or before the 27th day of November, 1903; and that the defendants serve a copy of their answering affidavits on the solicitor of thecomplainant on or before the 1st day of December 1903; and that the complainant serve a copy of his rebutting affidavits on the solicitor of the defendants on or before the 3rd day of December, 1903.

Dated November 23rd. 1903.

Geo. Gray

Circuit Judge.

UNITED STATES CIRCUIT COURT
DISTRICT OF NEW JERSEY.

THOMAS A. EDISON ET AL Complainants vs. James W. Gladstone et als, Defendants.	; ; ; ;	In Equity. Motion.

And now comes the complainant by Howard W. Hayes, his solicitor and moves for a preliminary injunction against the defendants as prayed for in the complainants' Bill of Complaint.

Howard W. Hayes
Solicitor of Complainant.

UNITED STATES CIRCUIT COURT
DISTRICT OF NEW JERSEY.

Thomas A. Edison and Edison Manufacturing Co., Complainants	;	In Equity.
vs.	;	Patent No. 430,279.
James W. Gladstone and Eben G. Dodge, Defendants.	;	

To the Honorable, the Judges of the United States Circuit Court for the District of New Jersey:

Thomas A. Edison of the township of West Orange, County of Essex and Stateof New Jersey and Edison Manufacturing Company of the same place, a corporation organized under the laws of the state of New Jersey, bring this, their Bill of Complaint against James W. Gladstone of said township and county and state, and Eben G. Dodge of the City of Newark in said County and State, both being citizens and residents of the State of New Jersey, and partners in trade doing business under the name of "Battery Supplies Company", both said defendants having an established place of business in the City of Newark in said District of New Jersey.

And thereupon your orators complain and say:

1. That your orator, Thomas A. Edison of Llewelyn Park in the Stateof New Jersey, was the original and first inventor of a certain new and useful improvement in voltaic batteries, which were not known or used by others in this country, or patented or described in any printed publication in this or any foreign country prior to his in-

vention thereof, and which had not been in public use or on sale in the United States for more than two years prior to his application for letters patent therefor, and which had not been abandoned to the public.

2. That on the second day of July, 1889, your orator, Thomas A. Edison, made application in due form of law to the Commissioner of Patents for the grant of letters patent of the United States for the said invention, and then and there fully complied in all respects with the provisions and requirements of the laws of the United States in such case made and provided.

3. That due proceedings being had upon said application, upon the 17th day of June 1890 letters patent of the United States in due form of law were issued and delivered to your orator, Thomas A. Edison, in the name of the United States under the seal of the Patent Office, and signed and countersigned respectively by the proper officers of the United States, and numbered "430,279", granting to your orator, his heirs and assigns, for the term of seventeen years from said 17th day of June, 1890, the full and exclusive right to make, use and vend the said invention throughout the United States and Territories thereof, as by reference to the said letters patent or a duly authenticated copy thereof here in court to be produced, will more fully and at large appear.

4. That your orator, Thomas A. Edison, has been since the grant of the said letters patent, and is now, the owner of the said letters patent and of the rights and privileges secured thereby, and has been and is, save for the doings of the said defendants and others acting in concert with them, in the exclusive possession of said

rights and privileges except as hereinafter set forth, and is entitled to the exclusive use, benefits and advantages of the said invention and improvements.

5. That the said invention and improvements areof great commercial value and practical utility; that a great public interest has been manifested therein, and a large demand created for apparatus constructed in accordance with or emboyding the same, which demand your orators are ready and able to supply; that in order to supply this demand and to confer upon the public the advantages and benefits of the said invention and apparatus, your orators have invested large capital in adapting and perfecting apparatus necessary for the manufacture of said inventions and devices, and have at large expense devised and constructed machinery, tools, appliances and other accessories necessary or useful in the manufacture of said invention and devices, and have employed numerous skilled workmen, inventors and mechanics in connection therewith; and that such investment has beenmade and such expense incurred upon the faith imposed in the said letters patent granted by the Government of the United States as aforesaid, and in the rights and privileges secured thereby; that your orator, Thomas A. Edison, from the time of the issue of the said letters patent was engaged in the business of manufacturing and selling batteries containing and constructed in accordance with the inventions and improvements set out in the said letters patent until in the month of May, 1900; that on the second day of May, 1900, he caused to be organized your orator, Edison Manufacturing Company, under the laws of the State of New Jersey, and transferred over to your orator, Edison Manufacturing Company, the said

business established by him of manufacturing and selling the said batteries as aforesaid, and licensed your orator, the Edison Manufacturing Company, to make, use and sell the inventions and improvements described in the said letters patent; and that since its said organization, your orator, Edison Manufacturing Company, has carried on the said business of manufacturing and selling the said batteries asaforesaid.

6. That your orator, Thomas A. Edison, is the President of your orator, Edison Manufacturing Company, and is a stockholder in said corporation, and has large interests in the same as stockholder as aforesaid.

7. That the said defendant, James W. Gladstone went into the employ of your orator, Thomas A. Edison, at his laboratory at leastten years prior to the exhibiting of this Bill of Complaint, and was for many years employed by your orator, Thomas A. Edison, in selling for your said orator the batteries aforesaid, and was the manager of the sales of the said batteries for your said orator; and that after the said business was transferred over to your orator, Edison Manufacturing Company, the said James W. Gladstone went into the employ of your orator, Edison Manufacturing Company, and continued to be the manager of sales of your said orator, and had entire oversight over the sales of said batteries for your said orator.

8. That the said batteries were sold by the said defendant for both of your orators while he was in their respective employs to many large corporations and firms throughout the United States, and also to many railroads; and that one of the principal uses of the battery is to operate signals on railroads; that the said battery is especially adapted for such use, and large numbers of them have been sold for thatpurpose, and a large revenue

has been realized therefrom by both of your orators.

9. That at the time of the said employment the said James W. Gladstone became acquainted withall of the details of said business, and with the name of all of the customers of the said orators, and became personally acquainted with many of said principal customers and with theemployesof the said corporation who purchased the said batteries aforesaid, and also became familiar with all the trade secrets of thesaid business, and that having become acquainted with the said details and trade secrets of said business, it became the duty of the said James W. Gladstone not to disclose such knowledge, and not to make use thereof for his own benefit or for thedisadvantage of your orators.

10. That on the first day of June, 1903, the said James W. Gladstone resigned from his employment by your orator, Edison Manufacturing Company, and that about six months prior to his resignation aforesaid, the said James W. Gladstone formed a partnership with the said defendant, Eben G. Dodge, a former employe of your orator, Thomas A. Edison, for the purpose of selling articles containing the said invention and improvements described in your orator's said patents, and covered by the claims thereof, and furnished to the said Eben G. Dodge, for the benefit of the said business, the names and addressesof all thecustomers of your orator, Edison Manufacturing Company, and immediately started in upon the manufacture of the said inventions and improvements, and caused them to be sold and offered for sale to the customers of your orator Edison Manufacturing Company, at prices less than theprices charged by your said orator, and made use of the information as to the details of your said orator's said business, and

the trade secrets thereof obtained by him as such employe for the purpose of making such sales to said customers.

11. That the said defendants now have a factory in the city of Newark, where they are engaged in the manufacture, among other things, of plates of molded and solidified oxide of copper and zinc plates, substantially as described in the said letters patent, and adapted to be used in connection with the said batteries sold as aforesaid by your orators and described in the said letters patent, and which cannot suitably be used for any purpose except in connection with the said batteries, and are engaged in selling the said copper plates and zinc plates to the said customers of your orator, the Edison Manufacturing Company, and to the public generally, in violation of your orator's said rights.

12. That thedefendants, and others acting in concert with them, well knowing the premises since the grant of said letters patent, and since the date of the license thereunder above mentioned, within the district of New Jersey and elsewhere in the United States, wrongfully, unlawfully, and with intent to injure your orators, and to deprive them of the just profits resulting from the said invention, and without the license or consent of your orators, havejointly made, sold andused negative electrodes composed of plates of molded and solidified oxide of copper and zinc plates, substantially as described in claims 1, 2, 3, and 4 of said letters patent, thereby infringing the exclusive rights of your orators, and that the said defendants still jointly continue, and are threatening to continue the said unlawful acts to a still larger extent, all in defiance of the rights of your orators, and to their

great and irreparable loss and injury, by which your orators have been and still are being deprived of the great gains and profits that they would otherwise haveobtained but for the aforesaid unlawful acts, and that the defendants have derived, and are still deriving, and receiving great gains and profits from such unlawful use, but to what extent, your orators are ignorant, and cannot set forth, and pray discovery thereof.

13. That your orators and all persons making under authority of your orators, batteries, plates ofmolded and solidified oxide of copper, oxide electrodes, copper oxide electrodes and zinc plates, employing, embodying and operating, or made in accordance with said inventions described and claimed in the letters patent aforesaid, have given notice to the public that the same are patented, and have affixed upon them the word "Patented", together with the day andyear the said patent was granted.

14. Thatyour orator, Thomas A. Edison, from the date of the issuing of the said letters patent up to about the time of the organization of your orator, the Edison Manufacturing Company, was engaged in making and selling to the public the said inventions and improvements described in the said letters patent, and your orator, Edison Manufacturing Company, has been engaged in such manufacture and sale from that date up to the present time, and that during all the said time from the dateof the issue of said letters patent up to the present time, the validity of the said letters patent have been universally accepted and conceded by the public, and notwithstanding the large sale and use of the said inventions and improvements, no person or corporation within the knowledge of your orators, has ever made, used or sold the said inventions or improve-

ments within the United States, or in any way infringed or attempted to infringe your orators' exclusive rights under the said letters patent, and that the validity of your orator's said patent and your orators' exclusive rights thereunder have been during said entire time universally acceded to and recognized by the public.

15. That by reason of the premises, the said defendants are estopped from denying the novelty and utility of thesaid inventions and improvements, and the validity of the said letters patent, and the exclusive rights of your orators thereunder.

16. Your orators therefore pray as follows:

(1) That the said defendants be required by a decree of this Honorable Court, to account for and pay over to your orators such gains and profits as have accrued or arisen, or been earned or received by the said defendants and all such gains and profits as would have accrued to your orators but for the unlawful doings of said defendants, and all damages your orators have sustained thereby; and

(2) That the defendants be compelled by an order of this Court to deliver up to your orators to be destroyed all the infringing copper oxide and zinc plates and electrodes in their possession; and

(3) That the defendants and their associates, attorneys, servants, clerks, agents and workmen may be perpetually enjoined and restrained by a writ of injunction issuing out of and under the seal of this Honorable Court, from directly or indirectly making or causing to be made, using or causing to be used, selling or causing to be sold, any devicenot licensed by your orators embodying or constructed or operated in accordance with the inventions and

improvements set forth in the letters patent aforesaid; and

(4) That your Honor will grant unto your orators a preliminary injunction issuing out of and under the seal of this Honorable Court, enjoining and restraining the said defendants and their associates, servants, clerks, agents, and workmen, to the same purpose, tenor and effect as hereinbefore prayed for, with regard to the said perpetual injunction; and

(5) That the said defendants be decreed to pay the costs of this suit; and

(6) That your orators may have such other and further relief as the equity of the case may require.

To the end, therefore, that the said defendants may, if they can, show cause why your orators should not have the relief prayed for, and may full true and direct answer make, but not under oath, answer under oath being expressly waived, according to the best and utmost of their knowledge, information, remembrance and belief, to the several matters hereinbefore averred and set forth, as fully and particularly as if the same were repeated paragraph by paragraph, and said defendants thereto severally and specifically interrogated, may it please your Honor to grant unto your orators a writ of subpoena ad respondendum issuing out of and under the seal of this Honorable Court, directed to said defendants, James W. Gladstone and Eben G. Dodge, commanding them, and each of them, to appear and make answer to this Bill of complaint, and to perform and abide by such orders and decrees herein as to this court may seem just.

And your orators will ever pray, etc.

Howard W. Hayes,

Solicitor and of Counsel with Complainant.

STATE OF NEW JERSEY:
: SS.
COUNTY OF ESSEX :

Thomas A. Edison, being duly sworn according to law, on his oath says: I am one of the complainants in the foregoing bill named, and am the President of the Edison Manufacturing Company. I have read the said Bill of Complaint, and the facts therein set forth are true to the best of my knowledge and belief. I was engaged in the manufacture and sale of primary batteries containing and operating in accordance with the invention and improvements described in the said letters patent, from the date of their issue up to about the second day of May, 1900, the date of the organization of the Edison Manufacturing Company. After that date, the Edison Manufacturing Company took over the said business, and thereafter, and up to the present time have been and are engaged in the manufacture and sale of the said batteries. During that time I have never heard of any person or corporation attempting to infringe the said patent, or of any claim that the said patent was in any way invalid, nor did I ever hear of the exclusive rights of myself and the Edison Manufacturing Company under that patent being disputed. The Edison Manufacturing Company manufactures the said batteries under a verbal license from us.

Both the defendants have been in my employ. The said Eben G. Dodge severed his relations with my interests on the tenth day of May 1902, and said James W. Gladstone was employed by me at least ten years and remained with me until the Edison Manufacturing Company took over the said business. After that time he went into the employ of that corporation. He was employed both by me and by that corporation as manager of the sales of the said bat-

teries, and in that employment necessarily became familiar with all of the customers of myself and the said company, and with the trade secrets of the business. He left the employ of the Edison Manufacturing Company on the 30th day of May, 1903. Soon after he left, I heard of his having started to sell the copper electrodes and zinc plates and other supply parts for the said batteries. I learned of this by receiving letters from various customers to whom he had written offering to sell the said articles. I learned thereafter that under the name "Battery Supplies Company" he had been engaged with Eben G. Dodge in selling these supply parts to various customers of the Edison Manufacturing Company for some six months prior to his leaving the employ of the Edison Manufacturing Company.

Sworn to and subscribed ;
this sixth day of ;
July, 1903, before me ;
at Orange, N. J. ;

(Signed)
Thomas A. Edison.

(Signed) Frank L. Dyer,

Notary Public, State pf New Jersey,
Commission Expires February, 1908.

UNITED STATES CIRCUIT COURT
DISTRICT OF NEW JERSEY.

Thomas A. Edison, et al., :
vs. :
James W. Gladstone, et al., :

STATE OF NEW JERSEY:
:SS.
COUNTY OF ESSEX :

Frederick C. Fischer, being duly sworn according to law on his oath says: I am of full age and reside in Newark, N. J., On Thursday afternoon, June 25th, 1903, I called at the factory of the Battery Supplies Company, situate at the corner of Avon Ave., and Peshine Ave. in the City of Newark, Stateof New Jersey and there interviewed a gentleman named Raymond, with whom I discussed the battery business in general. On entering the office, which was vacated at the time, I discovered a large quantity of circulars giving directions for recharging Edison Primary Batteries, Type "V", one of which I immediately transferred to my pocket and have annexed the same to this affidavit marked "Exhibit 1 F. C. F."

I called Mr. Raymond's attention to the circulars above referred to and asked him whether the battery illustrated in the cut was the same as those made by him. He replied that the battery illustrated in the circular

was the Edison battery, that the circulars were sent to him with battery supplies purchased some time ago; and that the batteries manufactured by the Battery Supplies Company are exactly like the Edison Battery, the only difference being in the solution used for charging the batteries, claiming

that the solution is a secret one, I suggested to Mr. Raymond, that that being the case it might be well for him to buy the batteries direct from the Edison Company, or better still have them manufactured for him by said Company thereby saving the Manufacturing expense.

Mr. Raymond replied that they could manufacture their own goods; that his intentions were to improve the battery, and protect the improvements by letterspatent, that if the Edison Company manufactured the batteries for his Company they would no doubt claim his improvements.

In the course of the conversation Mr. Raymond informed me that the company is in an experimental state, running on 3/4 time, waiting for machinery to turn out the diffdrent parts of the battery, and that as soon as they got under way they no doubt would do an extensive business in the battery line. I suggested to Mr. Raymond that I would very much like to see one of his batteries, to which he replied, that he did not have a single one in the factory, and referring to the circular said they were exactly like the Edison battery.

Subscribed and sworn to before me;
this 26th day of June 1903
at Newark

Frederick C.Fischer

John E. Helm,
Notary Public of N.J.

(SEAL)

UNITED STATES CIRCUIT COURT.

DISTRICT OF NEW JERSEY.

THOMAS A. EDISON AND
EDISON MANUFACTURING COMPANY,
Complainants

vs.

JAMES W. GLADSTONE AND
EBEN G. DODGE,
Defendants.

In Equity.

Patent #430,279

STATE OF NEW JERSEY : ss.
COUNTY OF ESSEX :

RAYMOND W. BODWELL being duly sworn according to law on his oath says: I reside at No. 151 Jelliff Avenue in the City of Newark. On the 25th day of May, 1903 I went into the employ of James W. Gladstone, the above named defendant as a book-keeper at his factory at the southwest corner of Jelliff and Avon Avenues in the City of Newark. He carries on business under the name "Battery Supplies Company". When I went there the factory was equipped with machinery and was manufacturing zinc plates and copper oxide plates to be used with the Edison-Lalande Battery. I learn from the foreman that Mr. Gladstone got possession of the factory in the Spring of 1902 and began then to make arrangements for building machinery and equipping the factory. I also can state from letters which I have seen that the presses for making thecopper oxide plates were made by John Robertson and Son, on Water Street, in the City of Brooklyn. There were also there machines formaking cans to hold caustic soda to be used with the battery. These machines were made by the E. W. Bliss Company of Brooklyn. Among other papers I saw at the factory was a work memorandum of E. W. Bliss

dated in April, 1902, with instructions to send a man to Merzfelder & Volke's factory on Jelliff Avenue to look at Gladstone's machines. I know that Merxfelder occupied the said factory before Gladstone did. In addition to the zinc and copper oxide plates, Gladstone is selling cans containing caustic soda to be used with the Edison-Lalande batteries. The said Gladstone was making and selling in the said factory when I came there, zinc plates exactly similar in shape and size to the one attached to the cover now shown me marked "Exhibit A, Exparte-Complainant W.M.B. 11-9-03, with the exception that instead of the letter S the zinc plates which Gladstone made and sold had on them the following letters: "S-SS". The copper oxide plates which he was manufacturing and selling at the said factory when I came there are identical in size, shape and color with the two copper oxide plates held in theframe attached to the last mentioned exhibit. I am informed that the said copper oxide plates are manufactured by the Edison Manufacturing Company, but notwithstanding my experience in Gladstone's factory, I am unable to distinguish between these copper oxideplates and those made and sold by Gladstone. I resigned my said position as book-keeper on October 29th, 1903. At that time the said Gladstone was still making and selling the said zinc and copper oxide plates as above explained and had continued to do so from the time I went with him until the time I left. I am satisfied that a dealer or a member of the public could not distinguish the said zinc and copper oxide plates so made and sold by the said Gladstone from the ones shown me as above, except that the zinc plates made and sold by the said Gladstone

have three s's on them as above explained. The letter S on the Gladstone zinc plates are the same size as the S on the plate shown me as above. I am shown a zinc plate having scratched on it "W. M. B. 10-1-03". This is a zinc plate manufactused and sold by the said Gladstone. I offer it as an exhibit in connection with my affidavit and have scratched on its back my initials and the date as follows: "R. W. B. 11-10-03".

Subscribed and sworn to ;
this 18th day of November ; R. W. Bodwell.
1903, before me. ;

Fredk C. Fischer
Notary Public
of New Jersey

(SEAL)

UNITED STATES CIRCUIT COURT
DISTRICT OF NEW JERSEY.

In Equity.

Edison Manufacturing Company,
et al.,

vs.

James W. Gladstone, et al.,

DEFENDANTS AFFIDAVITS AND
NOTICE.

Copy for Mr. Dyer

United States Circuit Court,

District of New Jersey.

In Equity.

Thomas A. Edison et al., Complainants,	
vs.	
James W. Gladstone et al., Defendants.	

United States of America :
Southern District of New York : SS.
County of New York :

James W. Gladstone, being duly sworn, deposes and says: I am one of the defendants herein and have read the complaint, verified July 6, 1903: the affidavit of Frederick C. Fischer, verified June 26, 1903: the affidavit of Raymond W. Bodwell, verified Nov. 18, 1903: and the affidavit of Frank L. Dyer, verified Nov. 27, 1903.

In Mr. Fischer's affidavit I find the statement that one Raymond in defendants' employ (meaning Raymond W. Bodwell, who made the affidavit dated Nov. 18, 1903) told him on June 25, 19 1903, that the defendants sold batteries like those illustrated in the cut attached to Mr. Fischer's affidavit and marked "Exhibit 1, F. C. F." Mr. Fischer told me that Raymond W. Bodwell went to school with him, and I therefore cannot understand why Mr. Fischer in his affidavit should refer to Raymond W. Bodwell as "Mr. Raymond". Raymond W. Bodwell was our bookkeeper. He had nothing whatever to do with the manufacturing and selling of batteries. If Mr. Bodwell made the statement attributed to him, it is remarkable that he should not have confirmed the alleged conversation between

himself and Mr. Fischer when making his affidavit under date of Nov. 18, 1903. Mr. Fischer as well as Mr. Bodwell, knows that the defendants never made, used or sold batteries like those shown in the cut referred to. If the defendants had made such batteries, it would be an easy matter for complainants to produce one like the cut. The circular Exhibit 1 on the very face of it shows that the defendants did not claim to make or sell the batteries shown in the cut. The circular announces "Directions for re-charging Edison Primary Batteries Type V". Mr. Bodwell remained in our employ until Oct. 29, 1903, at which time he did not resign: but in the office of defendants' solicitors he was cross-examined by Mr. Raegener, our counsel, as to his secret and underhand dealings with Mr. Fischer, representing the complainants. Mr. Dodge and I had been informed that Mr. Bodwell had had several interviews with Mr. Fischer: that he had been seen drinking with him, and entering saloons with him in fact one whole night, until the early hours of the morning, he had been with Mr. Fischer. On being cross-examined as to what had taken place, the said Bodwell made various contradictory statements, and admitted in the presence of my self, Mr. Dodge and Mr. Raegener that his cash account was short fifty-three dollars and that he could not account for this shortage. Mr. Raegener, our counsel, then stated to us that Bodwell was evidently disloyal to our interests: that he was selling information to Mr. Fischer: and that the proper thing to do would be to discharge him instantly and have the lock changed on the doors of the factory: and that was done instantly. Mr. Dodge left Mr. Raegener's office, went over to Newark, paid Mr. Bodwell and discharged him. Immediately after being discharged the said Bodwell entered the employ of the complainants, where he is now employed.

I desire it to be distinctly understood that neither I nor Mr. Dodge nor anyone connected with me has ever made, used

or sold batteries like or similar to the batteries shown in the cut on Exhibit 1 since I left the employ of the Edison Manufacturing Co., and I am also certain that my co-defendant, Mr. Eben G. Dodge, never made such batteries at any time.

Since I began business for myself (which was on June 1, 1903) the complainants have been trying to hound me out of business. At the present moment the complainants have four suits pending against me and my customers:

1. This suit.

2. A similar suit against the Western Electric Co.

3. A suit for unfair competition against the Western Electric Co., my customer, in the United States Circuit Court for the Northern District of Illinois. In this suit complainants made a motion for a preliminary injunction before Judge Kohlsaat, who denied the same.

4. A suit against me similar to the one last referred to, now pending in the New Jersey Court of Chancery, in which case complainants have also made a motion for a preliminary injunction.

I left the complainants' employ because the complainant Company repeatedly broke their promises to me and cut down my remuneration time after time.

It is true that I was formerly in the employ of complainants. In a circular sent out by complainants, dated Sept. 5, 1903, there is the following statement: "Mr. Gladstone was in our employ for some years and left it for reasons satisfactory to him and to ourselves." I left this employ because promises that had been repeatedly made to me were broken and because my commissions on sales were reduced from four per cent eventually to about one and one-half per cent.

I desire to call the Court's attention to the fact

that Mr. Dyer, on behalf of complainants, states that "Exhibit A ex parte complainants W. M. B. 11-9-03." referred to in the affidavit of Mr. Bodwell, shows a construction which in his opinion was made in accordance with the first two claims of the patent in suit. This testimony is entirely irrelevant, as I have been advised and believe, because Mr. Dyer is making a comparison between complainants' construction and complainants' patent. It is not charged that I made the cover nor the frame nor the plates held within the frame, nor did I make them.

I attach to this affidavit one of my catalogues. The catalogue shows plainly that I desire to compete fairly with the complainants, as I have a right to compete with the complainants. It shows the only construction of the battery the defendants are making. This construction, I am informed and verily believe, does not infringe the Edison patent in suit. The catalogue just referred to by me is marked "Defendants' Exhibit Gladstone Catalogue". In order to show to the Dourt the batteries made and sold by the defendants, I produce herewith a complete battery made by the defendants and illustrated in the catalogue just referred to as "Model G. 10," and the same is marked by me "Defendants' Exhibit Gladstone Battery Model 100." The supporting frame of this battery is illustrative of all the supporting frames of the batteries made by me.

The complaint herein alleged that Thomas A. Edison is the inventor of the invention described in the patent in suit. As a matter of fact I made the invention, without any suggestion or assistance whatever from Mr. Edison. When it was completed I brought it to Mr. Edison. He promised to pay me a royalty for the use of the same, but subsequently told me that it was not patentable: and it was not until ten years after the issue and grant of the patent that I learned for the first time that Mr. Edison had

taken the patent in suit. The reason I did not know of this sooner was because the batteries first made by Mr. Edison were marked "Patented March 20, 1883", that being the date upon which the patant to De Lalande & Chaperon was granted, and it was under this patent that Mr. Edison was making batteries at that time. Upon the expiration of that patent Mr. Edison began to mark the batteries with the date of the patent in suit, and it was then for the first time that I learned that he had taken a patent upon my invention.

It is not true that about six months prior to my resignation as an employee of the Edison Manufacturing Co. I had entered into partnership with Mr. Eben G. Dodge: neither is it true that I furnished to Mr. Dodge the names and addresses of complainants' customers. I never entered into partnership with Mr. Dodge. He is not my partner at the present time, and I had no interest whatever in Mr. Dodge's business during the time that I was in the employ of complainants. On June 2, 1903, I bought the business heretofore conducted by Mr. Dodge. The complainant Company possessed no trade secrets that I availed myself of: but as a matter of fact I did know the names and addresses of complainants' principal costomers (I could not help learning them), but for that matter everybody knows them, because the complainants have sold within the United States, as I am informed and believe, between two hundred and fifty thousand and five hundred thousand Edison pri primary batteries.

I was advised and verily believe that I had a right, and that I have the right to supply owners of such batteries with renewal parts, especially as I own the patent No. 479,887, of Aug. 2, 1892, granted to Felix Lalande, of Paris, which patent is infringed by the complainants Company in the manufacture of oxide plates having the surface reduced to the metallic state. I have

commenced suit in this Court on this patent against these complainants. With respect to the zinc plates I am informed and verily believe that I have a right to make them, because they are perishable parts, and moreover they were pretected by an English patent granted to Felix LaLandein 1884, No. 4475, which patent has long ago expired.

I offer in evidence a copy of my own patent, No. 479,887, and likewise a copy of the drawing and claims of the British patent just referred to, which copy was made from the records on file in the Astor Library. I have not had time to procure a copy of this patent.

I have no intention or desire to infringe the patent in suit. I have built up a valuable business of my own, and the batteries made by me and illustrated in my catalogue are, as I believe, better batteries than those made by the complainants. I am perfectly responsible and I have invested in my business over twenty-five thousand dollars.

James W. Gladstone.

Sworn to before me this
11 day of December, 1903.

E. Van Zandt

(SEAL) Notary Public

United States Circuit Court

District of New Jersey.

In Equity.

Thomas A. Edison et al.,
Complainants,

vs.

James W. Gladstone et al.,
Defendants.

United States of America :
District of New Jersey : ss.
County of Essex :

Eben G. Dodge, being duly sworn, deposes and says: I am one of the defendants herein. I have read the complaint herein and likewise the affi davit of Frederick C. Fischer, verified June 26, 1903, and the affidavit of Raymond W. Bodwell, verified Nov. 18, 1903.

I started the business referred to in the moving papers and employed Raymond W. Bodwell as my bookkeeper in May 1903. On June 2, 1903, Mr. James W. Gladstone, one of the defendants herein, bought the business from me. At no time did either I or Mr. Gladstone, or anyone connected with us, make or sell primary batteries like those shown in the cut of the circular marked "Exhibit 1" herein. I have reason to believe that the said Bodwell was in the pay of Mr. Fischer and that he was furnishing information as to our affairs to complainants. I ascertained that he had had several interviews with Mr. Fischer, that he had been seen drinking with Mr. Fischer and entering various saloons with him, and that he spent one whole night in his company. I brought him to Mr. Raegener's office. I was present when he admitted that he had had interviews with Mr. Fischer. I was present when he

admitted that he was short fifty-three dollars in his cash account, and upon Mr. Raegener's advice I paid him and discharged him on or about Oct. 29, 1903.

I originally started the business for the purpose of making renewal parts for the Gordon battery. I purchased special machinery for that purpose: but when I ascertained that the principal user of Gordon batteries began the manufacture of its own renewal parts I concluded to manufacture renewal parts for other batteries.

It is not true that Mr. Gladstone ever went into partnership with me. It is likewise not true that at any time prior to his resignation as an employee of the complainant Company he furnished me, or anyone connected with me, with the names and addresses of complainants' customers.

The catalogue attached to Mr. Gladstone's affidavit has been mailed to hundreds of our customers and shows plainly the construction of battery Mr. Gladstone is making. Since the sale of the business to Mr. Gladstone I have continued as his manager.

Eben G. Dodge

Sworn to before me this
11th day of December, 1903.

J. H. Baldwin

Notary Public

(SEAl) of New Jersey.

HOWARD W. HAYES.
WILLIAM PELZER.
FREDERICK C. FISCHER.
LOUIS M. SANDERS.
JOHN E. HELM.
DELOS HOLDEN.

LAW OFFICES
HOWARD W. HAYES.
PRUDENTIAL BUILDING, NEWARK, N. J.
79 WALL ST., NEW YORK, N. Y.
56 CHANCERY LANE, LONDON, ENGLAND.

TELEPHONES:
952 NEWARK, N. J.
5846 BROAD, N. Y.
CABLE ADDRESSES:
PRESSING—LONDON.
WORTLEY { NEWARK. NEW YORK.

FLD

Newark, December 22, 1903.

FRANK L. DYER
DEC 23 1903
ORANGE N.J.

Mr. Frank L. Dyer,
Edison Laboratory,
Orange, N. J.

Dear Mr. Dyer:

In accordance with your request of this morning by telephone, I am sending you a copy of the order which was granted yesterday by Vice Chancellor Pitney in the New Jersey Chancery case. I understand that Mr. McCarter has taken the original to Trenton with him for the purpose of securing the endorsement of Chancellor Magie.

As we were leaving the Chancery Chambers, the Vice Chancellor suggested to Mr. McCarter that if counsel for both sides could get together, he was willing to make the restraining order final. Mr. McCarter stated to him verbally that they would take the matter under advisement, and would probably reach an agreement soon. It may be of interest to you to know that Mr. McCarter expected to take a restraining order in the case of Thomas A. Edison vs. The Edison Polyform and Manufacturing Company. I have been unable to communicate with Mr. McCarter to-day, and do not know whether he was successful or not, but presume, from the confidence with which he spoke yesterday that he was practically sure of his ground.

In the matter of the infringement suit against Gladstone, Mr. Fischer and I have been examining the patents cited by the defendant's expert, Ogden. I think Mr. Fischer will have slight difficulty in disposing of the Van Winkle patent as an anticipation of the claimsof the Edison patent. The patents to Currie and Gendron respectively, however, present a different proposition. The parts relied upon by the defendant's expert taken in connection with the statement found in the file wrapper of the Edison patent give the defendant a strong position. However, when it is considered that each of these patents was applied for but a short time prior to the filing of Mr. Edison's application, and that the three applications were concurrently ~~abandoned~~ pending, I think Mr . Edison will have no difficulty in shifting the burden of proof upon the defence by swearing back of the filing dates of each of these patents; namely, June 6, 1889 and February 8, 1889. From the statements which we have gathered from the persons who were employed upon these batteries back in 1888 and 1889, it would appear that Mr. Edison's invention dates back at least to the fall of 1888. It occurs to me, therefore, that if an affidavit to that effect were prepared by Mr. Edison, these twopatents would be disposed of as anticipations. Such an affidavit would necessarily shift the burden of proof to defence to show that the subject matter of either the Currie or Gendron patent was invented more than two years prior to the filing date of the Edison patent, a thing which I doubt very much if they can do. Mr. Fischer and I have talked this matter over, and we are both of the same opinion as to this

point, and I suggest it to you for your consideration.

Mr. Fischer informs me that he will call at your office tomorrow for a conference with you with reference to his affidavit.

Yours very truly,

Louis M. Sanders

LMS-FP.
Encl. 2-FP

UNITED STATES CIRCUIT COURT

DISTRICT OF NEW JERSEY.

James W. Gladstone,
Complainant,
vs.
Thomas A. Edison and Edison Manufacturing Company,
Defendants.

In Equity

Patent No. 479,887

The answer of Thomas A. Edison, individually and as President of the Edison Manufacturing Company, to the Bill of Complaint of James W. Gladstone.

These defendants now and at all times hereafter saving and reserving unto themselves all benefits and advantages of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said Bill of Complaint contained for answer thereto, or to so much and such parts thereof as they are advised it is material and necessary to make answer unto, answering s say:

1. These defendants admit that Thomas A. Edison is a citizen of the United States and a resident of West Orange in the State of New Jersey, and that Edison Manufacturing Company is a corporation organized and existing under and by virture of the laws of the State of New Jetsey, and have a place of business at West Orange in said State of New Jersey, but that as to whether the complainant James W. Gladstone is a citizen of the United States and residing in West Orange in the State of New Jersey as alleged in said Bill of Complaint, these defendants do not know and are not informed save by said bill, and therefore leave the Complainant to make such proof thereof as he may be ad-

vised is material.

2. They admit that Letters Patent of the United States No. 479,887 were granted on the 2nd. day of August, 1892 for improvements in Galvanic Batteries, upon the application of Felix de Lalande, but they are not informed save by said bill of complaint and therefore upon information and belief deny; that said Felix de Lalande made application in due form of law to the Commissioner of Patents for the grant of said Letters Patent; that he complied in all respects with the conditions and requirements of the laws of the United States in such case made and provided; that by virtue of said Letters Patent there was secured to him and his heirs and assigns for the term of seventeen years from the 2nd. day of August, 1892, the full and exclusive right of making, using and vending said improvements throughout the United States and Territories thereof.

3. That as to whether on the 5th day of March, 1903, the said Felix de Lalande by an instrument in writing duly sold, assigned and transferred unto William E. Offley of Washington, D.C., the whole or any right, title and interest in and to said Letters Patent No. 479,887, and in and to the invention alleged to be secured thereby, these defendants are not informed save by said bill of complaint and therefore upon information and belief deny. That as to whether on the 4th day of June, 1903, the said William M. Offley by an instrument in writing duly sold, assigned and transferred to the complainant James W. Gladstone the whole or any right, title and interest in and to any improvement in Galvanic Batteries and in and to the Letters Patent therefor aforesaid, these defendants are not informed save by said Bill of Complaint and therefore upon information and belief deny.

4. That as to whether on the 23rd. day of June, 1903 the aforesaid Felix de Lalande by an instrument in writing duly sold, assigned and transferred unto the aforesaid William M. Offley and his heirs and assigns, all or any rights of action arising before the date of said instrument by reason of infringement of the United States Letters Patent No. 479,887, issued August 2nd., 1892 to the said Felix de Lalande, these defendants are not informed save by said Bill of Complaint and therefore upon information and belief deny.

5. That as to whether on the 8th day of July, 1903, by an instrument in writing the said William M. Offley duly assigned and transferred unto the complainant James W. Gladstone, his heirs and assigns forever, all or any right of action arising before the date of said instrument by reason of any infringement of the aforesaid Letters Patent No. 479,887, these defendants are not informed save by said Bill of Complaint and therefore upon information and belief deny.

6. That upon information and belief they deny that the complainant has been or that he now is in full and complete possession of all right, title and interest in and to said letters patent No. 479,887, and of all rights of action arising since the issue thereof.

7. That the said defendants further deny that but that for the infringement complained of and others of like character the complainant would still be in the undisturbed possession, use and enjoyment of the exclusive privileges secured by said Letters Patent No.479,887, and in receipt of the profits of the same.

8. That the said defendants further deny that they or either of them since the date of the grant of said Let-

ters Patent, or in fact at any time either within the District of New Jersey or elsewhere in the United States, or against the will of the complainant or in violation of complainant's rights or of any rights secured by or under Letters Patent No. 479,887, infringed the said Letters patent by jointly making, using and selling Galvanic Batteries and Electrodes for Galvanic Batteries, each embodying anc ontaining the alleged improvements and invention described in said letters patent. And the Defendants further deny that they have done any acts or doings whatsoever in infringement of the exclusive right alleged to be granted to the complainant or that said complainant has suffered irreparable loss and damage or any loss any damage by any act or thing done by said defendants.

9. That the said defendants further deny that they or either of them was duly notified of the alleged infringement of the rights of the complainant and his predecessors in interest in the premises alleged to be secured by said letters patent No. 479,887, and they deny that they continued after any such notice to make, use and vend the alleged improvements and invention so patented; that they refused to desist from said alleged infringement and that they still continue so to do.

10. That these defendants more specifically deny that any Galvanic Batteries or Electrodes for Galvanic Batteries made, used or sold by them contain, embody or operate in accordance with the alleged improvements or invention covered by said Letters Patent, or that they contain, embody or operate in accordance with any material or substantial parts of said alleged improvements or invention.

11. That upon information and belief the alleged invention or improvements set forth in said Latters Patent No.479,887 were in public use within the United States for more than two years prior to any application by the said Felix de Lalande for said letters patent.

12. That upon information and belief the alleged improvements and invention set forth in said Letters Patent No.479,887 were on sale within the United States for more than two years prior to any application by the said Felix de Lanande for said Letters Patent.

13. That upon information and belief the said Felix de Lalande was not the original or first inventor of any alleged inventionsor improvements set forth in said Letters Patent No. 479,887

14. That upon information and belief the said Felix de Lalande was not the original, first and sole inventor or discoverer of the alleged invention or improvements in said Letters Patent No.479,887 set forth or any substantial or material part thereof; that the said allged invention or improvements or all the substantial or material parts thereof, were long prior to any invention by the said Felix de Lalande, either known to or used by or both known to and used by the following persons at the places hereinafter named and whose last known addresses are hereinafter stated, namely:

Name	Where known or used	Residence
F.C. Devonald	West Orange, N.J.	West Orange,
James Duncan	" "	" "
John Kennally	" "	" "
John Cronin	" "	" "
J. W. Gladstone	" "	" "
Herman Nickam	" "	East "
J. G. East	" "	Newark, N.J.

Name	Where known or used.	Residence
G. Hefti	West Orange, N.J.	Orange, N.J.
A. Ludecke	" "	Newark, N.J.
S. Allén	" "	Orange, N.J.
R. Hepworth	" "	West Orange, N.J.
George Gilmore	" "	Manchester, Eng.
Edward Smith	" "	Orange, N. J.
P. Faulcner	" "	Orange, N.J.
J. Ravidat	" "	West Orange
G. Menzel	" "	" "
John Degnan	" "	" "
John Ott	" "	Orange, N.J.
I. Friskhorn	" "	West Orange
Robert Cook	" "	" "
Thomas Dunbar	" "	Orange, N.J.
J.H. Lord	" "	Newark, N.J.

and many others persons at many and other places in the United States but whose names and addresses are at present unknown to these defendants, but which they pray leave to disclose as soon as the same can be ascertained, and to amend this answer by inserting therein such allegations concerning such other persons as are hereinbefore made concerning those now known to these defendants as aforesaid.

15. That upon information and belief the said Felix de Lalande was not the original, first and sole inventor or discoverer of the alleged invention or improvements in said Letters Patent No. 479,887 set forth or any substantial or material part thereof. That the said alleged invention or improvements or all the substantial or material parts thereof were long prior to any invention by the said Felix de Lalande set forth in the following letters patent, namely:

Letters Patent of the United States

Name	Number	Date
Howard Potter Dechart	184,005	Nov. 7, 1876
DeLalande & Chaperon	274,110	Mar. 20, 1884
A.L. de Virloy et al	345,124	July 6, 1886
E. J. Leland	352,877	Nov. 16, 1886
C.R.B. Claflin, Jr. et al	381,336	Apr. 17, 1888

A.V. Meserole	386,149	July 17,1888
I. L. Roberts	396,367	Jan. 15, 1889
" " "	396,368	" " "
" " "	396,369	" " "
C. des Mazures	402,006	Apr. 23, 1889.
W. H. Allen	415,490	Nov. 19, 1889
T. A. Edison	430,279	June 17, 1890
J. B. Entz, et al	440,023	Nov. 4, 1890
" " "	440,024	" " "

Letters Patent of Great Britain, as follows:

Felix de Lalande	1464	Mar. 27, 1882

Also amended patent bearing same date and number as the original, as amended upon the petition of John B. Spencer

Henry Benke	1583	Apr. 1, 1883
John B. Spencer	40	Jan. 1, 1884
Thos. Rowan	1273	Jan. 11, 1884
Felix de Lalande et al	4475	Mar. 6, 1884
C. M. Newton	1088	Jan. 26, 1885
French Patent	143,644	June 25, 1881

Also many other letters patent, as to the dates, numbers and descriptions of which these defendants are at present ignorant but which they beg leave to disclose as soon as the same shall have been ascertained, and to amend this answer by inserting the same allegations concerning such other letters patent as are hereinbefore made concerning those now known to these defendants as aforesaid.

16. That on information and belief the said Felix de Lalande was not the original, first and sole inventor or discoverer of the alleged invention or improvements in said letters patent No. 479,887 set forth or any substantial or material part thereof. That the said alleged invention or improvements or all the substantial or material parts thereof were long prior to any invention by the said Felix de Lalande set forth in the following printed publications:

Lumiere Electric, dated May 17th, 1884, pages 262, 263, 264, said publication being published in Paris, France.

Telegraph Journal, Volume 13, page 59, dated July 28th, 1883, said publication being published at

Electrical Review, Volume 16, pages 484, 485, 486, dated June 7th, 1884, and also many others printed publications of which these defendants have as yet no knowledge but which when they shall have ascertained the same they pray leave to embody herein by suitable amendment.

The specifications and drawings of each and all Letters Patent enumerated in the last proceeding allegation (paragraph 15) the United States Letters Patent so enumerated having been published on or about the day of their date by the United States Patent Office, Washington, D.C., the Latters Patent of Great Britain so enumerated having been published on or about the day of their date by the Great Seal Patent Office, London, England, and the Letters Patent other foreign countries so enumerated having been published on or about the day of their date by the Patent Offices of those respective countries.

17. That on information and belief the said letters patent 479,887 does not disclose or show any invention whatsoever in view of the State of the Art in Galvanic Batteries and Electrodes for Galvanic Batteries which existed at and long before the said Felix de Lalande made any invention of the alleged improvements set forth in said Letters Patent, and that in view of the said state of the Art said alleged improvements were not patentable and involved, if anything, mere mechanical skill.

18. That they are advised and believe and therefore allege that neither the specifications attached to and forming a part of said Letters Patent No. 479,887 are sufficiently full, clear and exact to enable anyone skilled in the art to which the said alleged improvements set forth in said Letters Patent pertain to construct and use the

alleged improvements whibh form the subject matter of said Letters Patent. On the contrary, the defendants further allege that the specifications annexed to the said several letters patent are insufficient, incomplete and ambiguous and that they do not show the method of making and using the said alleged patented improvements in such full, clear and concise and exact terms as are required by the statute in such case made and provided.

19. The specifications and drawings of the said Letters Patent No. 479,887, filed by the said Patentee, Felix de Lalande, in the Patent Office were for the purpose of deceiving the public, made to contain less than the whole truth relative to the said alleged invention or discovery or more than is necessary to produce the desired effect intended to be produced by the said alleged invention.

20. That by reason of the laches of the said Felix de Lalande, Patentee, and the said James W. Gladstone, Complainant herein, and further by reason of their acquiescence in the acts and doings of these defendants and others, the said complainant is forever estopped from enforcing any right of action against the said defendants under the Letters Patent No.479,887, here in suit, and the defendants further allege that by reason of the complainant's knowledge for a long period last past and by reason of the relations whibh have existed between the said complainant and the said defendants and others, the said complainant is further estopped from enforcing any right of action upon said Letters Patent against the said defendants.

Wherefore, and for the causes aforesaid these defendants wholly deny the equity of the Complainant's

bill herein and all manner of wrongful and unlawful acts wherewith in said Bill of Complaint they are charged, and further deny the right of the Complainant to the relief and each and every part thereof alleged against these defendants in said Bill of Complaint, and submit that they should not be compelled to make any other or further answer than that herein contained.

All of which matters and things these defendants are ready and willing to aver, maintain and prove as this Honorable Court shall direct, and said defendants pray the same benefits from this answer as if they had demurred to the said bill where a demurrer would have been proper, and pleaded to the said bill where a plea would have been proper, and humbly pray to be hence dismissed with reasonable costs and charges in this behalf most wrongfully sustained.

Solicitor for defendants.

Jan.5,1904.

William E.Gilmore, Esq.,

Orange, N.J.

Dear Sir:-

In reference to the suggestion made by Gladstone, concerning which I spoke to you yesterday morning, that litigation between the parties should be disposed of, mutual licenes granted under the Edison, Lalande and Gladstone patents and an agreement entered into to maintain prices, I have submitted the matter to Mr. Edison and he suggests that such an agreement would be a desirable thing, but proposes that our infringement suits against Gladstone and his infringement suit against us be merely held in abeyance pending the observance of the price agreement by both parties. In other words, we would agree not to press our suit if they would agree not to press theirs and we would provide for an agreement for one year under which prices would be maintained. At the end of that time the agreement could be continued or not as the parties see fit. If not continued, then the two suits could be again pressed. Of course the agreement would have to provide that in case it was continued up to the expiration of the Edison patent, neither party would make any claim on the other for damages. If you agree to this suggestion, I will take up the matter with Gladstone's attorney and see if it can be consummated.

Subject. Edison-Lalande Batteries.

Eastern Railroad Association,
OFFICE, 614 F STREET, N.W.
Washington, D.C.

HON. W. D. BISHOP, *President.*
THEODORE N. ELY, *Vice President.*
A. A. FOLSOM, *Treasurer.*
ROBERT J. FISHER, *Gen'l Counsel.*
J. J. HARROWER, *Secretary.*

January 23, 1904.

Messrs. Dyer & Dyer,
Attorneys and Counsellors at Law,
No. 31 Nassau Street,
New York, N. Y.,

Dear Sirs:-

I am informed that the Battery Supplies Company of Newark, New Jersey has brought suit against the Edison Company, which I think you represent, for infringement of patent No.479,887, granted August 2, 1892, to Felix De Lalande, of Paris, for a galvanic battery, my understanding being that the alleged infringing subject matter is an electrode which as stated by the first claim of the De Lalande patent consists of an agglomerated mass of copper oxide having its surface reduced to a metallic state. Will you kindly inform me what defense you intend to or have interposed to this suit and what the present condition of it is.

I ask this information in behalf of a number of rrailroad companies members of this Association who are extensive users of the Edison batteries and battery-plates.

Truly yours,

Robert J. Fisher

General Counsel.

H.

Edison-Lalande Batteries

February 1, 1904

Robert J. Fischer, General Counsel,
Eastern Railroad Ass'n.,
614 F St., N.W., Washington, D.C.

Dear Sir:-

Your letter of the 23rd. ult. to my New York firm has been referred to me.

The Battery Supplies Company of Newark is a concern which is operated by one of Mr. Edison's former employees, Mr. Gladstone. The situation is the usual one. We have a suit pending against Gladstone based on the Edison patent, and he has brought a retaliatory suit against us based on the Lalande patent referred to by you. Both suits are pending at the present time.

I am not at liberty to disclose to you now what defenses we may have in the suit on the Lalande patent, but we have filed an answer, of which I can give you a copy if you desire it.

Yours very truly,

FLD/MM.

Subject. Edison - Lalande Batteries.

Eastern Railroad Association,
OFFICE. 614 F STREET, N.W.
Washington, D.C. February 2, 1904.

HON. W. D. BISHOP, *President.*
THEODORE N. ELY, *Vice President.*
A. A. FOLSOM, *Treasurer.*
ROBERT J. FISHER, *Genl. Counsel.*
J. J. HARROWER, *Secretary.*

Frank L. Dyer, Esq.,

Legal Department,

Edison Manufacturing Company,

Orange, N. J.,

FRANK L. DYER
FEB 3 1904
ORANGE

Dear Sir:-

Referring to yours of February 1, 1904 with respect to the suit of the Battery Supplies Company v. Edison Manufacturing Company upon the Lalande patent No. 479,887, August 2, 1892, I am sorry that you do not feel at liberty to disclose the defense which you have to the Gladstone suit, for I have not been able to find anything which I consider to be a clear anticipation of that patent and I shall therefore feel obliged to advise the railroad companies who have been and are now using the Edison batteries that they cannot do so with safety. You are, of course, aware that any information of that character which is given me I consider confidential.

In accordance with your suggestion I shall be very much pleased to have a copy of your answer in the suit referred to.

Truly yours,

Robert J. Fisher

General Counsel.

H.

Give copy to Gilmore FLD

Edison-Lalande Batteries. Feb. 3, 1904

Robert J. Fisher, Esq., General Counsel,
Eastern Railroad Association,
614 F. Street, N. W.,
Washington, D. C.

My dear Sir:

Your favor of the 2nd inst. has been received in reference to the suit of the Battery Supplies Company vs. the Edison Manufacturing Company on Lalande patent No. 479,887. I will have a copy made of our answer, and will send the same to you as soon as possible.

The suit in question, as well as the original suit against Gladstone on the Edison patent are at present not being pressed by either party, as there is a possibility of settlement. Furthermore, the Edison Manufacturing Company stands ready to protect any purchaser of its goods in any infringement suit. For these reasons, I should regret it very much if you felt obliged to advise the railroad companies who have been and are now using the Edison batteries, that they cannot do so with safety. I expect to be in Washington shortly after the 15th inst., and will then see you about this matter. Can I have your assurance that you will withhold your opi

opinion at least until that time?

Yours very truly,

FLD-EP.

E. G. DODGE
MANAGER

L. D. TELEPHONE
NO. 318

BATTERY SUPPLIES COMPANY,

J. W. GLADSTONE, PROPRIETOR.

FACTORY AND OFFICE,
S. W. CORNER JELLIFF AND AVON AVENUES.

NEWARK, N. J., April 5th, 1904.

Edison Manufacturing Co.,

Mr. W. E. Gilmore, Vice-Pres. & Gen. Mgr.,

Orange, New Jersey.

MAIN OFFICE.
RECEIVED
APR 6 1904
ANS.

My dear Sir:

Mr. Logue has forwarded me a copy of the draft of agreement drawn up by the General Counsel of your company. I find on reading this through that the clauses referring to the commercial end of the business relating to the agreement to maintain prices are in accordance with the results arrived at in the various conferences at which Mr. Logue, yourself; Mr. Rockafellow and Mr. Scribner of the Western Electric Co., and myself were present. There are, however, some clauses in this draft of agreement which do not conform with the preliminary arrangements made between the representatives of the Western Electric Co. and yourself at the first conference in New York, which preliminary arrangements were the basis on which all the subsequent negotiations were conducted. You will remember that it was expressly stipulated that all suits should be discontinued; that licenses covering the unexpired terms of both patents in dispute should be exchanged, and that the restraining order in the Chauncery Court of New Jersey now in force against me should be vacated. The legal phraseology of the clauses referring to these matters is somewhat involved, and I think the best plan would be for Mr. Frank L. Dyer, who I understand drew up this agreement, to meet Mr. Louis Raegener of the firm of Dickerson, Brown, Raegener & Binney so that these matters can be discussed further. I am sending a copy of this letter to your house, as I understand that you are sailing for Europe tomorrow.

Yours truly,
BATTERY SUPPLIES COMPANY.
J W Gladstone
Proprietor.

FES/JWG

Western Electric Company
259 SOUTH CLINTON STREET
Chicago

MAIN OFFICE,
RECEIVED
APR [illegible] 1904
ANS.

April 12th, 1904.

THE EDISON MANUFACTURING COMPANY,

Mr. W. E. Gilmore, Vice President and General Manager,

Orange, New Jersey.

Dear Sir:-

Mr. E. W. Rockafellow of our New York house has forwarded me a copy of draft of agreement, drawn up by the attorneys of your company, to cover the handling of the patents under which the Edison and Gladstone-LaLande batteries are to be manufactured.

As the Western Electric Company has no interest in these patents, I hardly see why it is necessary for us to be a party to that part of the agreement and it was my understanding at the beginning of the negotiations that we were to be identified with the arrangement only as far as the selling part of the agreement is concerned, the fact that we are the distributing agents for the Gladstone Company making that necessary. The fact that the patents are all owned by the Edison and Gladstone Companies would seem to indicate that any patent agreement covering an exchange of licenses and withdrawal of litigation should be between those two Companies and a matter in which we are not concerned further than to assure ourselves that such an agreement is reached and that it is of such a nature as will not interfere with our position as a distributor.

THE EDISON MANUFACTURING COMPANY,

#2.

I note in reading over this draft of agreement that it provides for a suspension of litigation and not for the withdrawal of all pending suits. This is not at all in accordance with my understanding when the matter was first taken up, it being distinctly understood at that time that all patent suits pending would be withdrawn and settled and it was on this understanding that we entered into the negotiations. As distributors for the Oladstone Company, we would not care to be a party to the commercial feature of the arrangement, unless all suits are withdrawn and would certainly expect you to have all suits against our Company dismissed at your cost.

Yours truly,

EMS-AA

Edison - Gladstone agreement. April 14th,1904

J.W. Gladstone, Esq.,
Proprieter - Battery Supplies Co.,
Cor. Jelliff & Avon Avenues,
Newark, N.J.

My dear Sir:-

Your favor of the 13th inst. received, enclosing copy of your letter to Mr. Gilmore in reference to this agreement. I shall of course want to talk over the matter with Mr. Logue, and he is at present out of town, but returns next week. You raise some points in your letter to which I cannot agree.

In the first place, I do not think that the suits should be discontinued although I see no objection to discontinuing the suit against the Western Electric Company, provided of course no advertising advantage is taken of that fact. As I view the matter, it is to your advantage as well as ours that the main suits should be held in abeyance, because if the agreement is broken the suits can then be revived without the loss of time required to commence them all over again. If the contract is fully observed, as of course is the intention of all the parties,

then the suits are as effectually disposed of as if formally discontinued.

In the second place an exchange of licenses should not comtemplate the unexpired terms of both patents, but should apply only to the term during which the agreement is observed by all of the parties. The reason for this is evident.

Finally, since the restraining order granted by the Chancery Court was to prevent unfair competition and since one of the objects of the agreement is to present the two types of batteries on their own merits, I cannot conceive of any necessity for vacating the order. We are willing to mark our goods in every way possible to fully distinguish them from yours, and expect a corresponding disposition on your part.

Yours very truly,

FLD/ARK.

Edison Gladstone agreement. April 14,1904.

E.M. Scribner, Esq.,
Western Electric Company,
Chicago, Ill.

Dear Sir:-

Your favor of the 12th inst. has been received, and I note what you have to say in reference to the proposed agreement relative to the handling of Edison and Gladstone-Lalande batteries. Although I shall have to talk the matter over with Mr. Logue, I believe the points you raise can be satisfactorily settled. Since the Western Electric Company appears only as a distributor, it is not strictly necessary to make that company a party to the questions regarding patents, and for the same reason, I see no objection to dropping the suit against the Western Electric Company, provided of course advertising advantage would not be taken of that fact. So far as concerns our suit against Gladstone and his suit against us, it is to my mind just as important to him as to ourselves that these suits should not be discontinued, but should be merely held in abeyance during the continuance of the agreement.

All of the parties of course are making the agreement

in good faith and intend to live up to it, and this being so, the pendency of these suits can do no possible harm. If, however, the agreement is violated either on our part or on your part, the parties are put in the same position that they now occupy and the suits can be proceeded with. If the suits are discontinued, the time and expense so far incurred would be lost.

Yours very truly,

FLD/ARK

Telephone 6905 6906 Cortlandt

Dickerson, Brown, Raegener & Binney,
Attorneys & Counsellors at Law,

Edward N. Dickerson
Edwin H. Brown
Louis C. Raegener
Harold Binney

Washington Life Building, 141 Broadway,
New York, Nov. 10, 1904.

[stamp:] FRANK L. DYER NOV 11 1904 ORANGE, N.J.

Delos Holden, Esq.,

Orange, N. J.

Dear Sir:--

We acknowledge receipt of your favor of the 9th inst. enclosing stipulations for discontinuance in the three equity causes of Gladstone vs. Edison, Edison vs. Gladstone and Edison vs. Western Electric Co., signed by Mr. Dyer as solicitor for Edison. There is one other suit between these parties- a trade-mark suit in Chancery of New Jersey- in which Mr. Gladstone is to obtain a consent to discontinuance from Messrs. Mc Carter, Williams & Mc Carter, the attorneys of record for the Edison Co. in that suit. This will clear up all the matters in dispute between these parties.

Yours very truly,

Mh

Dickerson, Brown, Raegener & Binney

Suit will be discontinued on Tuesday - Nov. 15th

Awd

1791

Agreement between
Thomas A Edison
Edison Manufacturing Co
Western Electric Co
James W Gladstone

November 23rd 1904

ARTICLES OF AGREEMENT made this 23rd day of November 1904, by and between THOMAS A. EDISON, of Llewellyn Park, West Orange, County of Essex and State of New Jersey, of the first part, hereafter referred to as "said Edison"; EDISON MANUFACTURING COMPANY, a corporation organized under the laws of the State of New Jersey and having its principal place of business at West Orange in said State, of the second part, hereafter referred to as "the Manufacturing Company"; WESTERN ELECTRIC COMPANY, a corporation organized under the laws of Illinois and having its principal place of business at Chicago, Illinois, and New York, New York, of the third part, hereafter referred to as "the Electric Company"; and JAMES W. GLADSTONE, of West Orange, County of Essex, New Jersey, [illegible] name of Battery Supplies Company, of the fourth part, hereafter referred to as "said Gladstone".

WHEREAS, a suit has been brought and is now pending in the United States Circuit Court for the Southern District of New York, in which the said Edison and the Manufacturing Company are complainants, and the Electric Company defendant, for infringement of Edison patent No. 430,279, dated June 17, 1890, for improvements in galvanic batteries: and a corresponding suit has been brought and is now pending in the United States Circuit Court for the District of New Jersey, with the same complainants and in which the said Gladstone, trading as the Battery Supplies Company, is the defendant, for infringement of the same patent; and a third suit has been brought and is now pending in the Court of Chancery for the State of New Jersey, in which the Manufacturing Company is complainant and the said Gladstone is the defendant, for unfair competition.

AND WHEREAS, a suit has been brought and is now pending in the United States Circuit Court for the District of New Jersey, in which the said Gladstone is complainant and the said Edison and the Manufacturing Company are defen dants, for infringement of patent No. 479,887, dated August 2, 1892, granted to Lalande for improvements in primary batteries.

AND WHEREAS, the Manufacturing Company under license from said Edison is engaged in manufacturing Edison-Lalande batteries in accordance with Edison patent No. 430,279, and the said Gladstone is engaged in manufacturing Gladstone-Lalande batteries under certain patents of the said Gladstone and under the said Lalande patent No.479,887, and the said Electric Company is now acting in the capacity of selling agent for said Gladstone and the Battery Supplies Company and handles practically the entire output of Gladstone-Lalande batteries so manufactured by said Gladstone.

AND WHEREAS, the several parties are desirous of avoiding the expense and annoyance incurred and arising in and from the conduct of the several suits in question, as well as to avoid the effect of ruinous and destructive competition in the manufacture and sale of Edison-Lalande and Gladstone-Lalande batteries.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR ($1.00), paid by each of the parties hereto to each of the other parties hereto, receipt of which is hereby acknowledged and of other good and valuable considerations, the parties have agreed as follows:

1. The said Edison, as the owner of patent No. 430,279, hereby grants to the said Gladstone, his heirs, successors and assigns, a conditional revocable license under Edison patent No. 430,279, to manufacture Gladstone-

Lalande batteries at said Gladstone's shop at Newark and at no other place, provided, however, that the shop right thus granted shall cease and forever determine upon the violation by the said Gladstone or the Electric Company of any of the terms and conditions of this agreement as hereinafter set forth; but the said Gladstone and Electric Company do not admit or acknowledge the validity of said patent and reserve the right to contest the same in the event of the revocation or renunciation of said license.

2. The said Gladstone, as the owner of patent No. 479,887, hereby grants to the said Edison Manufacturing Company, its successors and assigns, a conditional revocable license under Lalande patent No. 479,887, to manufacture Edison-Lalande batteries at said Manufacturing Company's shop at West Orange and Silver Lake and at no other place, provided, however, that the shop right thus granted shall cease and forever determine upon the violation by the said Edison or Manufacturing Company of any of the terms and conditions of this agreement as hereinafter set forth; but the said Manufacturing Company and Edison do not admit or acknowledge the validity of said patent and reserve the right to contest the same in the event of the revocation or renunciation of said license.

3. The parties hereto agree that the several suits above referred to, shall be discontinued, without costs of either party against the other, and without prejudice however, to the rights of either party or parties, to again bring a similar suit or suits in the event of the violation of any of the terms or conditions of this agreement by either party. It is also agreed that the injunction granted against the said Gladstone by Vice-Chancellor Pitney, in the suit above referred to, for unfair competition, shall be vacated, but the said Gladstone for himself, successors and assigns, agrees to observe all the conditions of the said

injunction and to be bound by the same as if the said injunction were allowed to remain in full force and effect; provided however, that the said Gladstone shall be required to emboss, print, or otherwise place his trade-mark ("James W. Gladstone" or "Gladstone" or "G") on one side only of the oxide or zinc plates manufactured by him, and shall not be required to place his name or trade-mark on the handles of the zinc plates, and provided further that the said Gladstone shall have the right to substitute for his said trade-mark on the said oxide or zinc plates, the trade-mark or name, or other device of any of his customers, so long as the same shall not consist of the names "Thomas A. Edison" or "Edison" or the letter "E", or otherwise conflict with the trade-mark of the said Manufacturing Company.

4. The said Edison and the Manufacturing Company jointly and severally agree that all Edison-Lalande renewals hereafter made, shall be designated with their trade-mark, ("Thomas A. Edison" or "Edison") and the said Gladstone agrees that all Gladstone-Lalande renewals hereafter made shall be designated with the trade-mark of the said Gladstone ("James W. Gladstone" or "Gladstone") or with the trade-mark or name or symbol of any customer of the said Gladstone, as provided in and subject to the conditions of Paragraph 3.

5. The said Edison and the Manufacturing Company agree to deposit with the Fidelity Trust Company, of Newark, New Jersey a standard Edison-Lalande battery, and the said Gladstone agrees to deposit with the said Trust Company, a standard Gladstone-Lalande battery, said deposit in each case being made upon the execution of this agreement. So far as the mechanical and chemical construction of these standard batteries may relate to the manner of supporting and sustaining the oxide and zinc plates, the said Edison and the

Manufacturing Company agree not to depart from the construction disclosed in the said standard Edison-Lalande battery, and the said Gladstone agrees not to depart from the construction disclosed in the said standard Gladstone-Lalande battery. It is the purpose and intent of the parties hereto to preserve the identity of the Edison-Lalande and Gladstone-Lalande batteries and not to encroach upon the field of one another in order that the two standard cells may be sold on their merits and without any discrimination. It is, however, understood and agreed by and between the parties hereto that the provisions of this section shall not prevent eitherparty from making and adopting improvements in the special type of battery manufactured by the said party, provided however, that the improvements so made and adopted shall not result in a battery more closely resembling or allied to the type manufactured by the other party than now exists between the standard Edison-Lalande battery and the standard Gladstone-Lalande battery.

6. The parties attach hereto and make a part hereof, a schedule marked "Schedule A", including all purchasers or dealers in, or users of primary batteries, and particularly, (1) first-class jobbers, (2) second-class jobbers, (3) supply dealers or contractors and gas engine dealers and agents. (4) steam railroads, (5) gas engine manufacturers (Classes I, II, III, IV) together with discounts which shall be made in each class, conditions of sale and cash discounts. It is understood and agreed by and between the parties hereto that the classifications set forth in Schedule A and the discounts, conditions of sale and cash discounts referred to therein shall be faithfully observed by each of the parties, except in such cases where special contracts have been made by either party, providing for

different discounts or conditions of sale than those set forth in said schedule, as will be hereinafter referred to, and in the case of such special contracts no other party or parties to this agreement shall supply batteries, renewals or renewal parts to such contract party at a lower price than that named in said contract.

7. The parties also attach hereto and make a part hereof a second schedule marked "Schedule B" giving a list of the contracts now in force between said Gladstone or the Battery Supplies Company and the Electric Company, or its branches, and customers of the said Gladstone or the Battery Supplies Company and the said Electric Company or its branches; the said Edison and the Manufacturing Company jointly and severally agree not to quote or sell to the parties referred to in said Schedule B, batteries, renewals or renewal parts, at lower prices than those agreed upon in said contracts.

8. The parties also attach hereto and make a part hereof a third schedule marked "Schedule C" giving a list of the contracts now in force between the Manufacturing Company and certain of its customers with the conditions of sale, discounts and cash discounts, and the said Gladstone and the Electric Company jointly and severally agree not to quote or sell to any of the parties referred to in said Schedule C, batteries, renewals or renewal parts at lower prices than those agreed upon in said contracts.

9. The parties also attach hereto and make a part hereof a fourth schedule marked "Schedule D" containing a list of contracts which can be closed at prices better than those referred to in Schedule A for gas engine manufacturers (Classes I, II). The parties hereto jointly and severally agree that neither will quote or sell batteries,

renewals or renewal parts, to any party referred to in the contracts in Schedule D at lower prices than those referred to therein.

10. It is understood and agreed by and between the parties hereto, that Edison Primary Batteries and Gladstone-Lalande Batteries, corresponding substantially in capacity, shall be listed by the parties hereto at the same prices as provided in sheets Nos. 103-C and 103-D, of the price list issued by the Electric Supply Dealers' Association, and that the discounts referred to in this agreement shall be based on these prices. It is the intent of the parties hereto that in price Edison Primary Battery Type "BB" shall correspond in price to Gladstone-Lalande Battery type "G-10"; Edison Primary Battery type "Q" with Gladstone-Lalande Battery type "G-20"; Edison Primary Battery type "V" (porcelain jar), with Gladstone-Lalande Battery type "G-36"; Edison Primary Battery type "V" (steel jar), with Gladstone-Lalande Battery type "G-30"; Edison Primary Battery, types "R" and "RR" with Gladstone-Lalande Battery "G-50"; and Edison Primary Battery type "SS" with Gladstone-Lalande Battery type "G-60". And it is also agreed by and between the parties hereto, that the prices now established by the parties for the types of battery above referred to, shall not be changed, either directly or indirectly, without the consent of all the parties hereto. And it is also further understood and agreed that in the event of the said Gladstone or Battery Supplies Company subsequently manufacturing cells corresponding to Edison Primary Batteries, types "R", "Z", "S" "AA" and "W" that the prices at which such cells and renewals therefor shall be quoted by the said Gladstone, or the Battery Supplies Company, or the Western Electric Company, shall correspond with the prices quoted for such

cells and renewals by the Edison Manufacturing Company, and in the event that such cells are manufactured by the said Gladstone or the Battery Supplies Company, the Edison Manufacturing Company shall be notified of that fact. And the parties hereto also agree that in the event of either party manufacturing new types of primary cells (either Edison Primary Batteries or Gladstone-Lalande Batteries), that the prices at which such cells and renewals therefor are to be quoted shall be subsequently fixed by agreement between the parties hereto.

11. It is further agreed by and between the parties hereto that at the expiration of any special contract now in force and included in Schedules B, C and D, the contracts in question shall not be renewed but the party with whom such contract was made will be then placed in the class to which such party belongs as designated in Schedule A and as may be agreed to by the parties hereto.

12. The Manufacturing Company is privileged under this agreement to make contracts for Edison Batteries, Renewals and Renewal parts, with those concerns who are now under contract with the Electric Company and its branches or the Battery Supplies Company or said Gladstone for Gladstone-Lalande batteries, renewals and renewal parts, as specified in Schedule B, provided that such contracts as may be thus made by the Manufacturing Company shall not be more favorable to the purchaser than the contracts now in existance with the Electric Company or its branches, Battery Supplies Company or said Gladstone, and, provided further, that the new contracts thus made by the Manufacturing Company shall not call for less than the quantities specified in the contracts now held by the Electric Company or its branches or the Battery Supplies Company or the said Gladstone and included in Schedule B. It is also agreed that such new contracts as may be

made by the Manufacturing Company must terminate not later than December 31, 1904.

13. The Electric Company, Battery Supplies Company and said Gladstone, are privileged under this agreement to make contracts for Gladstone-Lalande Batteries, renewals and renewal parts, with those concerns who are now under contract with the Manufacturing Company for Edison-Lalande batteries, renewals or renewal parts, as specified in Schedule C, provided that such contracts as may be thus made by the Electric Company, Battery Supplies Company or said Gladstone, shall not be more favorable to the purchaser than the contracts now in existence with the Manufacturing Company; and provided further, that the new contracts thus made by the Electric Company, Battery Supplies Company or said Gladstone, shall not call for less than the quantities specified in the contracts now held by the Manufacturing Company and included in Schedule C. It is also agreed that such new contracts as may be made by the Electric Company, Battery Supplies Company or Gladstone must terminate not later than December 31,1904.

14. It is further understood and agreed by and between the parties hereto that in the case of concerns now under contract with either party, or with whom contracts can be closed as included and provided by Schedules B, C and D, the discounts to which such concerns may be entitled, if classified under Schedule A, shall not be quoted to such concerns by either party until January 1, 1905, or until the date of the expiration of such contracts if earlier than January 1, 1905, provided, that such contracts have been taken at a less discount than that to which such concerns would be entitled if so classified.

15. In consideration of the fact that the Electric Company has conceded the appointment of the Machinery and Electrical Company of Los Angeles, California, by the Manufactur-

ing Company, as one of the seledted or selling agents of the Manufacturing Company, it is agreed that the Electric Company shall be allowed to quote any other house in the city of Los Angeles and whose name shall be furnished to the Manufacturing Company prior to such quotation, if such quotation is desired by the Electric Company, the special discount of 40 and 5 per cent on complete cells, renewals and renewal parts, prices F.O.B. Newark, with a freight allowance of 50¢ per hundred pounds on all orders amounting to $200.00 or more.

16. It is understood and agreed by and between the parties hereto that the selected or selling agents of the Manufacturing Company (as indicated on Schedule A with the indicating mark ¢ opposite each name) shall be given a discount of 40 and 5 per cent on complete cells, renewals and renewal parts, by the said Manufacturing Company; orders amounting to $200.00 or more F.O.B. destination east of or on the Mississippi River; 50¢ per hundred pounds freight allowance if further west. And it is also understood and agreed by and between the parties hereto that such selected or selling agents of the Manufacturing Company as above referred to are to be considered as first-class jobbers by the Electric Company, the Battery Supplies Company and said Gladstone, and are to be allowed a discount of 40 per cent on Gladstone-Lalande cells, renewals or renewal parts, with the delivery terms as referred to in said Schedule A. And it is further agreed by and between the parties hereto that the Electric Company and its branches are to be considered as first-class jobbers of the Manufacturing Company and shall be allowed the first-class jobbers' discount on Edison-Lalande cells, renewals or renewal parts, with the delivery terms thereof as provided for in said Schedule A.

17. And it is further understood and agreed by and between the parties hereto that the Manufacturing Company shall have the privilege of appointing a selected or selling agent on the same terms as provided in the preceding section at any time in the future in any city where the Electric Company may open an electrical supply house, and the Electric Company agrees to notify the Manufacturing Company when such branch house is established.

18. It is also understood and agreed by and between the parties hereto that in the event of any quotation in violation of any of the terms of this agreement being made by said Gladstone, or by any officer of said Manufacturing Company, or of said Electric Company, the acceptance of such quotations as so made by the contracting party or parties hereof, will be considered a violation of the terms of this agreement. It is, however, understood and agreed that in the event of any quotation in violation of any of the terms of this agreement being made by an employee of any of the contracting parties, the making and acceptance of such quotation shall not be considered a violation of the terms of this agreement, provided it is shown by affidavit that the employee in question made and accepted such quotation by a *bona fide* mistake or error; and the parties hereto agree to use all reasonable and proper efforts to prevent the occurence of such errors or mistakes on the part of their employees. It is also understood by and between the parties hereto that the giving away of goods of other character, or the selling of goods of other character, at any special price, as an inducement by which a sale of batteries may be effected, whereby the actual price received for such batteries will be less than that contemplated herein, shall be regarded as a violation of this agreement and subject to the penalties therefor.

19. It is understood and agreed by and between the parties hereto that in the event of any probable infringement by others of the said Edison patent or the said Lalande patent, the question of such infringement shall be referred for consideration to the counsel of said Gladstone and of said Manufacturing Company; and in the event of such counsel agreeing on the advisability of bringing suit to restrain such infringement, such suit shall be brought in the name of the said Edison, as the owner of the said Edison patent, or in the name of the said Gladstone as the owner of the said Lalande patent, as the case may be, and prosecuted by such counsel as the said Gladstone and the said Manufacturing Company may select. It is further understood and agreed by and between the parties hereto that the expense of any such litigation as herein contemplated, shall be borne in the proportion of 35/50 on the joint part of the said Edison and the said Manufacturing Company and 15/50 on the part of the said Gladstone; <u>provided</u> <u>however</u>, that the expense of such litigation shall not amount to more than $5,000. in any year. The parties agree that if in the event of any patent litigation as herein contemplated, it is found that the expense thereof, will exceed the sum of $5,000. in any year, any further sum which may be necessary to continue the litigation, over and above the sum of $5,000. shall be furnished by the parties hereto in the proportions above referred to, <u>provided</u> the parties shall mutually agree to continue the litigation. It is further understood and agreed between the parties that in the event of any recovery by way of profits, damages or costs in any patent suit brought under the provisions of this paragraph, that the monies obtained therefrom shall be distributed

between Edison and the Manufacturing Company and the said Gladstone, in the same proportion that the expense of such suit was assumed by said Edison and the Manufacturing Company, on one side, and said Gladstone, on the other. The Western Electric Company to have no part in said expense or in any such proceeds.

20. It is also understood and agreed by and between the parties hereto that this agreement can be canceled on 30 days' notice in writing by either of the contracting parties and adressed by registered mail to the other contracting parties hereto and upon the termination of the agreement by such notice the parties shall occupy the same relations to each other and to the patents herein referred to as if this agreement had never been made.

21. And it is further understood and agreed by and between the parties hereto that this agreement shall terminate on the 17th day of June , 1907 , unless terminated sooner by formal notice as above provided, or unless extended by consent of all the parties hereto. The parties also stipulate and agree to bind themselves, their heirs, successors and assigns, to the faithful performance of all the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this agreement in quadruplicate on this 23rd day of November, 1904.

Thos A Edison

EDISON MANUFACTURING CO.

By Thos A Edison Prest

James W Gladstone

WESTERN ELECTRIC COMPANY,

By E M Barton President.

Attest: C G DuBois Secretary.

SCHEDULE OF DISCOUNTS AGREED UPON FOR JOBBERS, DEALERS, CONTRACTORS, GAS ENGINE DEALERS AND AGENTS, AND STEAM RAILROADS.

Schedule A (I)

FIRST-CLASS JOBBERS

Firm	City	State
Paul Seiler Electrical Works	San Francisco,	Cal.
Interstate Electric Co.	New Orleans,	La.
National Automatic Fire Alarm Co.	New Orleans,	La.
Electric Appliance Co.	Chicago,	Ill.
Illinois Electric Co.	Chicago,	Ill.
Stuart-Howland Co.	Boston,	Mass.
Pettingell, Andrews Co.	Boston,	Mass.
Stanley & Patterson, Inc.	New York,	N.Y.
Manhattan Electrical Supply Co.	New York,	N.Y.
Manhattan Electrical Supply Co.	Chicago,	Ill.
Doubleday-Hill Electric Co.	Pittsburg,	Pa.
Robbins Electric Co.	Pittsburg,	Pa.
The F. Bissell Co.	Toledo,	Ohio.
W. G. Nagel Electric Co.	Toledo,	Ohio.
Erner & Hopkins Co.	Columbus,	Ohio.
Julius Andrae & Sons Co.	Milwaukee,	Wis.
Novelty Electric Co.	Philadelphia,	Pa.
Vallee Bros. Electric Co.	Philadelphia,	Pa.
Lawrence-Hall Electric Co.	Cincinnati,	Ohio.
Post-Glover Electric Co.	Cincinnati,	Ohio.
H. C. Roberts Electric Supply Co.	Philadelphia,	Pa.
J. H. Bunnell & Co.	New York,	N.Y.
Machinery & Electrical Co.	Los Angeles,	Calif.
Dunham, Carrigan & Hayden Co.	San Francisco,	Cal.
Electrical Engineering Co.	Minneapolis,	Minn.
The Wesco Supply Co.	St. Louis, M	Mo.
B-R Electric Co.	Kansas City,	Mo.
Central Electric Co.	Chicago,	Ill.
Denver Fire Clay Co.	Denver,	Col.
Western Electric Co.	All Branches	
John Forman	Montreal,	Canada
Ahern & Soper	Ottawa	Canada

The above list of jobbers are entitled to 40% on complete cells and 40% on complete renewals and parts. Orders amounting to $200. net, or more, f.o.b. destination if east of or on the Mississippi River; 50 cents freight allowance per 100 lbs. on shipments further west.

These concerns are the selected or selling agents of the Edison Mfg. Co., to whom they give a preferential discount, and are to be considered as first-class Jobbers by the Western Electric Co. and the Battery Supplies Co., and quoted by them as per above schedule on Gladstone cells, re-renewals and parts.

The Western Electric Co., including all branches, are to be considered by the Edison Manufacturing Co. as First-Class Jobbers, and will be quoted by them as per above schedule on Edison cells, renewals and parts.

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SECOND-CLASS JOBBERS

Comprising all members of the old National Electric Supply Dealers' Association other than those mentioned above; also the following:

All telegraph and telephone companies
Export commission houses

The Mine & Smelter Co.	Denver,	Colo.
Austin Organ Co.	Hartford,	Conn.
Hutchins-Votey Organ Co.	Boston,	Mass.
Farrand Organ Co.	Detroit,	Mich.
Votey Organ Co.	Detroit,	Mich.
Weber Self Playing Piano Co.	Brooklyn,	N.Y.
American Auto. Music Co.	New York,	N.Y.
Hutchins-Votey Organ Co.,	New York,	N.Y.
Magnetic Piano Co.	New York,	N.Y.
Votey Organ Co.	New York,	N.Y.

Complete cells, 30-10%; Complete renewals and parts, 30-5%. Orders amounting to $200. net or more, f.o.b. destination if east of or on Mississippi River; 50 cents per 100 lbs. freight allowance on shipments further west.

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SUPPLY DEALERS AND CONTRACTORS

GAS ENGINE DEALERS AND AGENTS

Lots of less than 25 cells or 25 renewals or 100 separate renewal parts at Association re-sale schedule---- Sheet 103-C.

Orders for 25 or more cells or renewals, or 100 or more separate renewal parts, same schedule as Second-Class Jobbers.

It is understood that orders for 25 cells and a smaller number of renewals or separate renewal parts, or 25 renewals and a smaller number of cells or separate renewal parts, or 100 separate renewal parts and a smaller number of cells or renewals will be entitled to second class Jobbers schedule on the entire order.

Orders amounting to $200. net or more, f.o.b. destination if east of or on Mississippi River. 50 cents per 100 lbs. on shipments further west.

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STEAM RAILROADS

Cells and renewals, 40% and 2% cash; free delivery to any point on or east of Mississippi River. Mississippi River delivery to railroads further west.

Railroad Supply Co., Chicago, Ill. Same terms as railroads.

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SCHEDULE OF DISCOUNTS AGREED UPON FOR
Gas Engine Manufacturers

Class I.

a	Fairbanks, Morse & Co.	All Branches	
a	Otto Gas Engine Works,	Philadelphia,	Pa.
b	Root & Vandervoort Engineering Co.	East Moline,	Ill.
c (	Olds Motor Works	Detroit,	Mich.)
(	Olds Gasoline Engine Works	Detroit,	Mich.)

a Under contract with the Battery Supplies Co.
b " " " " Edison Manufacturing Co.
c " " " " Western Electric Co.

Class II

b	Union Gas Engine Co.	San Francisco,	Cal.
a	Lambert Gas & Gasoline Engine Co.	Anderson,	Ind.
b	Truscott Boat Mfg. Co.	St. Joseph,	Mich.
B	Globe Iron Works Co.	Minneapolis,	Minn.
b	Columbus Machine Co.	Columbus,	Ohio.
x	W. P. Callahan & Co.	Dayton,	Ohio.
xc	Foos Gas Engine Co.	Springfield,	Ohio.
b	Racine Boat Mfg. Co.	Muskegon,	Mich.
b	Kinnard-Haines Co.	Minneapolis,	Minn.

Complete cells, all types with porcelain jars--40-5%
Complete cells, all types with enameled steel jars-40%
Complete renewals and parts, all types-------------40%
Orders amounting to $200. net or more, f.o.b. destination if east of or on Mississippi River; 50 cents per 100 lbs. freight allowance on shipments further west.

a Under contract with Battery Supplies Co.
b " " " Edison Manufacturing Co.
c " " " Western Electric Co.

x See Schedule D (1) "CONTRACTS THAT CAN BE CLOSED, ETC."

Class III

b	Charter Gas Engine Co.,	Sterling,	Ill.
b	Western Gas Engine Co.	Mishawaka,	Ind.
	Sintz Gas Engine Works	Detroit,	Mich.
b	Wolverine Motor Works	Grand Rapids,	Mich.
c	Alamo Manufacturing Co.	Hillsdale,	Mich.
	Weber Gas & Gasoline Engine Co.	Kansas City,	Mo.
b	Witte Iron Works Co.	Kansas City,	Mo.
b	Marine Engine & Machine Co.	Harrison,	N.J.
b	Fay & Bowen Engine Co.	Auburn,	N.Y.
	Advance Manufacturing Co.	Hamilton,	Ohio
	Brown-Cochran Co.	Lorain,	Ohio
b	New Era Gas Engine Co.	Dayton,	Ohio
d	Springfield Gas Engine Co.	Springfield,	Ohio
b	Ohio Motor Co.	Sandusky,	Ohio
b	St. Marys Machine Co.	St. Marys,	Ohio
	Westinghouse Machine Co.	East Pittsburg,	Pa.
b	J. Thompson & Sons Mfg. Co.	Beloit,	Wis.
b	Marinette Gas Engine Co.	Chicago Heights,	Ill.
b	Milwaukee Machinery Co.	Milwaukee,	Wis.
b	Struthers, Wells & Co.	Warren,	Pa.
b	Geiser Manufacturing Co.	Waynesboro,	Pa.
b	National Meter Co.	New York,	N.Y.
	C. A. Strelinger Co.	Detroit,	Mich.
	Middletown Machine Co.	Middletown,	Ohio
	Palmer Bros.	Mianus,	Conn.
	Hart-Parr Co.	Charles City,	Iowa
b	Model Gas Engine Co.	Auburn,	Ind.
b	C. D. Holbrook & Co.	Minneapolis,	Minn.
b	Pennsylvania Iron Works Co.	Philadelphia,	Pa.
b	White & Middleton Gas Engine Co.	Baltimore,	Md.
	Brooklyn Railway Supply Co.	Mianus,	Conn.

Complete cells, all types, 40%
Complete renewals and parts, all types, 40%
Orders amounting to $200. net or more, f.o.b. destination if east of or on Mississippi River; 50 cents per 100 lbs. on shipments further west.

b Under contract with Edison Manufacturing Co.
c Under contract with Western Electric Company

d It is understood and agreed that the Springfield Gas Engine Company may be advanced to Class II by the Edison Manufacturing Co. and also by the Western Electric Co. on contract orders terminating December 31st, 1904.

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Class IV

All other Gas Engine Manufacturers not in Classes I, II and III are entitled to the following discounts on any quantity:

Complete cells, all types--------------- 30-10%
Complete renewals and parts, all types-- 30-5%.

Orders amounting to $200. net, or more, f.o.b. destination if east of or on Mississippi River; 50 cents per 100 lbs. freight allowance on shipments further west.

Schedule B (1)

LIST OF CONTRACTS CLOSED.

BUSINESS HANDLED DIRECT BY BATTERY SUPPLIES COMPANY.

Lambert Gas & Gasoline Engine Co., Anderson, Ind. Dated 9/5/03.
One year's supply from October 1, 1903, Gladstone Batteries and renewals at discounts stated below:
G-50 Cells (corresponding to "RR") 40-10-5% f.o.b. Anderson
G-30 Cells (corresponding to "V") 40-5% f.o.b. Anderson
Renewals and parts, all types, 40-5% f.o.b. Anderson
Less 3% for cash 15 days.

Manhattan Electrical Supply Co.
Orders January 19, January 21 and February 8, 1904
Assortment of cells and renewals, 40%, f.o.b. New York and Chicago, less 3% for cash 10 days.
NOTE: This concern comes under the classification of First Class Jobbers immediately above outstanding orders are filled, which ruling applies to all orders received subsequent to March 1st, 1904.

Otto Gas Engine Works, Philadelphia, Pa. January 4, 1904.
One year's supply G-20 Cells (corresponding to "Q") 50%, f.o.b. Philadelphia.
One year's supply G-80 cells (corresponding to "Z") 40%, f.o.b. Philadelphia.
One year's supply renewals, all types, 40-5%, f.o.b. Phila.
Less 2% for cash 10 days.

Fairbanks, Morse & Co. January 16, 1904.
10,000 cells, assorted G-30 and G-36 (corresponding to "V" with steel and porcelain jars respectively), one year's supply, with privilege to increase quantity, at following prices:
G-30 Cells complete 40-10%, f.o.b. Newark
G-36 Cells complete 50% f.o.b. Newark
One year's supply (10,000 or more) renewals, 40%; delivery on xxxx lots of $200. or more f.o.b. east of Xxxxxxxxxxx or on Mississippi River; freight allowance of 50 cents per 100 lbs. to points further west.

Baldwin Motor Co., Baldwin, N.Y. December 29th, 1903
975 G-36 cells (corresponding to "V" porcelain jars) 40-2-1/2%, f.o.b. Baldwin.
Less 3% for cash 10 days.
To be taken during 1904.

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CONTRACT HELD BY AMERICAN ELECTRIC CO., ST. PAUL, MINN.

Northern Pacific Railroad Co. January 15, 1904.
One year's supply batteries and renewals, 40%, f.o.b. St. Paul.

(over)

Schedule B (2)

CONTRACTS HELD BY WESTERN ELECTRIC COMPANY, CHICAGO.

Alamo Manufacturing Co., Hillsdale, Mich. October 23, 1903.
900 G-50 cells (corresponding to "RR") 40-10%, f.o.b. Hillsdale. (Unfilled balance of contract.)

Olds Gasoline Engine Works, Detroit, Mich. January 8, 1904.
5,000 G-36 cells (corresponding to "V" porc. jars) 40-10%, f.o.b. Lansing, Mich., less 3% for cash in ten days after 1st day of month following shipment.
Season's requirements of G-30 cells (corresponding to "V" with steel jars) 40-5%, f.o.b. Lansing, same cash discount.

Warner Electric Co., Muncie, Ind. January 26, 1904.
All G-50 cells and renewals required during year 1904.
Cells and renewals, 40%; 3% for cash, f.o.b. Muncie.

Electric Supply & Engineering Co., Detroit, Mich. Feb. 18, 1904.
All cells and renewals required during period of one year from date:
Cells and renewals, 40%, f.o.b. factory or Chicago, 2% cash;
Delivery f.o.b. Detroit on $200. shipments.

Challenge Wind Mill & Feed Mill Co., Batavia, Ill. Feb. 10, 1904.
All Lalande Battery requirements for one year at following prices:
Cells and renewals, 33-1/3% f.o.b. Chicago, or 40% f.o.b. Newark; delivery f.o.b. Batavia on $200. shipments.

Consolidated Fire Alarm Co., Chicago, Ill. January 9, 1904.
Cells and renewals 40%, delivery f.o.b. Chicago. Years Supply

CONTRACTS HELD BY WESTERN ELECTRIC CO., PHILADELPHIA.

J. Elliott Shaw & Co., Philadelphia, Pa.
750 cells and renewals, assorted types
Cells, 40%; renewals, 33-1/3%, f.o.b. Philadelphia; no cash discount.

Central Railroad Co. of New Jersey, Philadelphia, Pa.
7500 Oxide plates and 7500 zinc plates, 40%, f.o.b. C.R.R. of N.J. line, 2% cash.

Morris Electric Co., Wilmington, Dela.
1,000 Lalande cells, to be taken during year 1904.
Discount 40%, f.o.b. Newark; no freight allowance;
2% cash discount.

L. W. Gunby Co., Salisbury, Md. February 16, 1904.
Year's supply cells and renewals, 40%, f.o.b. Newark.

CONTRACTS HELD BY WESTERN ELECTRIC CO., NEW YORK.

L. W. Cleveland Co., Portland, Me. January 12, 1904.
One year's supply Lalande cells and renewals:
Cells, 40%; renewals, 30-10%, f.o.b. Newark, 2% cash 10 days. Freight prepaid on $200. shipments.

(over)

Schedule B (3)

CONTRACTS HELD BY STANDARD ELECTRIC COMPANY., Cincinnati.

Springfield Gas Engine Co., Springfield, O. August 28,1903.
380 G-50 Cells(corresponding to "RR") 40-10% f.o.b. Springfield; 3% for cash 10 days. (Unfilled balance of contract) Delivery instructions received for 120 of above.

Foos Gas Engine Co., Springfield O. February 15, 1904.
500 G-50 cells, 40-10% f.o.b. Springfield.
300 G-51 renewals, Order Dec. 7,1903, 40-2% f.o.b. Spgfld.
3% cash 10 days. (Unfilled balance of contract)

Schedule C (1)

CONTRACTS HELD BY EDISON MANUFACTURING CO.

BETTER THAN 40%

CONTRACTS CLOSED.

Union Gas Engine Co., San Francisco, Cal. January 6, 1904
Cells (except "V" with steel jars)------40-10%
"V" cells with steel jars---------------40%
Renewals, all types---------------------40%
50 ¢ freight allowance on 100 lb. shipments.

Root & Vandervoort Engineering Co.East Moline,Ill. 12-14-1903
"BB" cells----------------------------50%
"Q" and "RR" cells--------------------40-10%
"V" cells, steel jars-----------------40%
Renewals, all types-------------------40%
Freight allowance of 66 cents per 100 lb. shipments from Orange, and 23 cts. per cwt. on 100 lb. shipments from Chicago.

Model Gas Engine Co., Auburn, Ind. January 13, 1904
Cells---------------------------------40%
Renewals------------------------------30-10%
If their purchases during 1904 aggregate 1500 cells, they are to be rebated so as to make the discount on cells 40-10%; f.o.b. Auburn on 100 lb. shipments.

C. D. Holbrook & Co., Minneapolis, Minn. February 2, 1904
Cells, except with steel jars-----------40-10%
Cells with steel jars-------------------40%
Renewals, all types---------------------40%
f.o.b. Minneapolis on 100 lb. shipments.

Kinnard-Haines Co., Minneapolis, Minn. February 25, 1904
Cells, except "V" with steel jars--------40-10%
"V" cells with steel jars---------------40%
Renewals, all types---------------------40%
f.o.b. Minneapolis on 100 lb. shipments

Witte Iron Works, Kansas City, Mo. February 2, 1904
Cells and renewals----------------------30-10%
If their purchases during 1904 aggregate 1000 cells, rebate to make discount on cells 40-10%; also allow 50¢ freight rebate on shipments of 100 lbs. and over.

St. Marys Machine Co., St. Marys, Ohio, January 4, 1904
Cells, except "V" with steel jars-------40-10%
"V" cells with steel jars---------------40%
Renewals, all types---------------------30-10%
f.o.b. St. Marys on 100 lb. shipments

Ohio Motor Co., Sandusky, Ohio, January 2, 1904
Cells and renewals----------------------30-10%
If their purchases during 1904 aggregate 1000 cells, rebate to make discount on cells 40-5%
f.o.b. Sandusky on 100 lb. shipments.

J. Thompson & Sons Mfg. Co., Beloit, Wis. January 15, 1904
for 1000 to 1500 cells and 500 renewals
Cells-----------------------------------40-10%
Renewals--------------------------------40%
f.o.b. Beloit on 100 lb. shipments.

Schedule C (2)

Milwaukee Machinery Co., Milwaukee, Wis. January 2, 1904
Cells and renewals------------------------40%
If their purchases during 1904 aggregate 1000 cells, rebate to make discount on cells 40-5%.
50¢ freight allowance on 100 lb. shipments.

Marine Engine & Machine Co., Harrison, N.J. February 3, 1904
1000 "RR" cells---------------------------40-10%
f.o.b. Harrison on 100 lb. shipments.

Backus Water Motor Co., Newark, N. J. January 19, 1904
Cells-------------------------------------40%
Renewals----------------------------------30-10%
f.o.b. Newark on 100 lb. shipments.

Wolverine Motor Works, Grand Rapids, Mich. February 9, 1904
Contract for 1500 cells
Cells except with steel jars-------------40-10%
Cells with steel jars--------------------40%
Renewals, all types----------------------30-10%
f.o.b. Grand Rapids on 100 lb. shipments.

National Meter Co., New York January 4, 1904
Cells, except "V" with steel jars--------40-5%
"Q" and "V" cells, porcelain jars--------40-10%
Cells with steel jars--------------------40%
f.o.b. New York on 100 lb. shipments.

Globe Iron Works Co., Minneapolis, Minn. February 9, 1904
Cells, except "V" with steel jars--------40-10%
"V" cells with steel jars----------------40%
Renewals---------------------------------40%
50¢ freight allowance on 100 lb. shipments.

New Era Gas Engine Co., Dayton, Ohio, January 27, 1904
Cells, ex. Q & V porc. and all steel jars-40-5%
"Q" and "V" cells with porcelain jars-----40-10%
Cells with steel jars---------------------40%
Renewals----------------------------------40%
f.o.b. Dayton on 100 lb. shipments.

Columbus Machine Co., Columbus, Ohio, January 21, 1904
Cells, except with steel jars------------40-10%
Cells with steel jars--------------------40%
Renewals---------------------------------40%
f.o.b. Columbus on $200 shipments

Charter Gas Engine Co., Sterling, Ills. February 11, 1904
Cells, except "V" with steel jars--------40-10%
"V" cells with steel jars----------------40%
Renewals, all types----------------------40%
f.o.b. Sterling on $200 shipments

Geiser Manufacturing Co., Waynesboro, Pa. January 14, 1904
Cells------------------------------------40-5%
Renewals---------------------------------30-10%
If their purchases during 1904 aggregate 800 complete renewals, they are to be rebated to make the discount on renewals 40%, and if their purchases during the same period aggregate 1000 cells, they are to be rebated to make the discount on cells 40-5-2 1/2%
f.o.b. Waynesboro on 100 lb. shipments.

Racine Boat Mfg. Co., Muskegon, Mich. March 21, 1904
Cells, ex. steel jars & Q & V porc.------40-5%
"Q" and "V" cells with porcelain jars----40-10%
Cells with steel jars--------------------40%
Renewals, all types----------------------40%
f.o.b. Muskegon on 100 lb. shipments.

Truscott Boat Mfg. Co., St. Joseph, Mich. March 25, 1904
Cells, ex. steel jars and Q & V porc.----40-5%
"Q" and "V" porcelain cells--------------40-10%
Cells with steel jars--------------------40%
Renewals, all types----------------------40%
f.o.b. St. Joseph on 100 lb. shipments.

CONTRACTS HELD BY EDISON MANUFACTURING CO.

CONTRACTS AT 40% AND UNDER.

U. S. Long Distance Auto. Co., Jersey City, N.J. Dec. 23, 1903
Contract for 1000 cells
Cells and renewals-----------------------30-10%
If 1000 cells are taken, rebate to make discount on cells---------40%
f.o.b. Jersey City on 100 lb. shipments

Hartig Standard Gas Engine Co., Newark, N. J. Dec. 18, 1903
Cells and renewals-----------------------30-10%
f.o.b. Newark on 100 lb. shipments.

F. F. Collins Mfg. Co., San Antonio, Texas Dec. 17, 1903
Cells and renewals-----------------------30-10%
50¢ freight allowance on 100 lb. shipments.

New Holland Machine Co., New Holland, Pa. Feb. 5, 1904
Cells and renewals-----------------------30-10%
f.o.b. New Holland on 100 lb. shipments

Empire Machine & Cons. Co., Pittsburg, Pa. Dec. 29, 1903
Cells and renewals-----------------------33 1/3%
f.o.b. Pittsburg on 100 lb. shipments

Newport Engineering Works, Newport, R. I. Jan. 3, 1904
Cells and renewals-----------------------33 1/3%
f.o.b. Newport on 100 lb. shipments.

F. Venino, Newark, N. J. Jan. 19, 1904
Cells and renewals-----------------------33 1/3%
f.o.b. Newark on 100 lb. shipments.

Marinette G. E. Co., Chicago Heights, Ill. Dec. 28, 1903
Contract for 500 cells
Cells and renewals-----------------------30-10%
If aggregate is 500 cells, make discount-40%
f.o.b. Chicago Heights on 100 lb. shipments

Bessemer Gas Engine Co., Grove City, Pa. Jan. 8, 1904
Cells and renewals-----------------------30-10%
500 cells, rebate to make dis. on cells--40%
f.o.b. Grove City on 100 lb. shipments.

Schedule C (4)

Hettinger Engine Co., Bridgeton, N. J. Feb. 15, 1904
Cells and renewals------------------------30-10%
f.o.b. Bridgeton on 100 lb. shipments.

J. W. Power Co., El Paso, Texas Feb. 8, 1904
Cells and renewals------------------------30-10%
50¢ freight allowance on 100 lb. shipments.

Keiser-Van Leer Co., Bloomington, Ill. Feb. 13, 1904
Cells and renewals------------------------30-10%
50¢ freight allowance on 100 lb. shipments.

Elbert Tappen, Oyster Bay, N. Y. Feb. 5, 1904
Cells and renewals------------------------30-10%
f.o.b. Oyster Bay on 100 lb. shipments.

J. W. Lathrop, Mystic, Conn. Feb. 3, 1904
Cells and renewals------------------------30-10%
f.o.b. Mystic on 100 lb. shipments.

James Craig, Jr., New York, Feb. 3, 1904
Cells and renewals------------------------40%
f.o.b. New York on 100 lb. shipments.

S. B. Church, Boston, Mass. Jan. 26, 1904
Cells and renewals------------------------30-10%
f.o.b. Boston on 100 lb. shipments.

Creaghead Engineering Co., Cincinnati, Ohio. Feb. 4, 1904
Cells and renewals------------------------30-10%
500 cells and 200 renewals, make dis.----40%
f.o.b. Cincinnati on 100 lb. shipments.

Domestic Engine Co., Hagerstown, Md. Feb. 3, 1904
Cells and renewals------------------------30-10%
f.o.b. Hagerstown on 100 lb. shipments.

Gas Engine & Power Co., New York Jan. 29, 1904
Cells and renewals------------------------30-10%
300 cells, make dis. on cells------------40%
f.o.b. New York on 100 lb. shipments.

Olin Gas Engine Co., Buffalo, N. Y. Feb. 3, 1904
Cells and renewals------------------------30-10%
f.o.b. Buffalo on 100 lb. shipments.

American Well Works, Aurora, Ill. Feb. 3, 1904
Cells and renewals------------------------30-10%
500 cells, make dis. on cells------------40%
f.o.b. Aurora on 100 lb. shipments.

R. H. Deyo, Binghamton, N. Y. Jan. 27, 1904
Cells and renewals------------------------33 1/3-5%
f.o.b. Binghamton on 100 lb. shipments.

Fort Wayne Fdry. & Machine Co., Fort Wayne, Ind. Jan. 29, 1904
Cells and renewals------------------------30-10%
500 cells, make dis. on cells------------40%
f.o.b. Fort Wayne on 100 lb. shipments.

General Power Co., New York Jan. 29, 1904
Cells and renewals------------------------30-10%
f.o.b. New York on 100 lb. shipments.

T. O. Esibill, Bridgeton, N. J. Jan. 28, 1904
Cells and renewals----------------------30-10%
f.o.b. Bridgeton on 100 lb. shipments.

Dunn Machinery Co., Atlanta, Ga. Jan. 27, 1904
Cells and renewals----------------------33 1/3%
300 cells, make discount on cells--------30-10%
500 cells, make discount on cells--------40%
f.o.b. Atlanta on 100 lb. shipments.

Fay & Bowen Engine Co., Auburn, N. Y. Dec. 29, 1903
Cells and renewals----------------------40%
f.o.b. Auburn on 100 lb. shipments.

Geo. D. Pohl Mfg. Co., Vernon, N. Y. Jan. 23, 1904
Cells and renewals----------------------30-10%
500 cells, make dis. on cells------------40%
f.o.b. Vernon on 100 lb. shipments.

San Antonio Mach. & Sup. Co., San Antonio, Tex. Jan. 15, 1904
Cells and renewals----------------------30-10%
500 cells, make discount on cells--------40%
50¢ freight allowance on 100 lb. shipments.

Alfred Huntington, Jamestown, N. Y. Jan. 18, 1904
Cells and renewals----------------------30-10%
f.o.b. Jamestown on 100 lb. shipments.

Massie Wireless Telegraph Co., Prov. R. I. Jan. 19, 1904
Cells and renewals----------------------30-10%
F.O.B. Providence on 100 lb. shipments

Geo. R. Wallace, West Palm Beach, Fla. Jan. 11, 1904
Cells and renewals----------------------30-10%
50¢ freight allowance on 100 lb. shipments.

E. R. Koile, West Palm Beach, Fla. Jan. 27, 1904
Cells and renewals----------------------30-10%
50¢ freight allowance on 100 lb. shipments.

Challenge Fence Co., Union Deposit, Pa. Jan. 15, 1904
Cells and renewals----------------------30-10%
f.o.b. their station on 100 lb. shipments.

Struthers, Wells & Co., Warren, Pa. Jan. 18, 1904
Cells and renewals----------------------30-10%
500 cells, make discount on cells--------40%
f.o.b. Warren on 100 lb. shipments.

White & Middleton Gas Engine Co., Baltimore, Md. Jan. 13, 1904
Cells-----------------------------------40%
Renewals--------------------------------30-10%
f.o.b. Baltimore on 100 lb. shipments.

L. F. Grammes & Son, Allentown, Pa. Jan. 11, 1904
Cells and renewals----------------------30-10%
f.o.b. Allentown on 100 lb. shipments.

Eagle Bicycle Mfg. Co., Torrington, Conn. Jan. 6, 1904
Cells and renewals----------------------30-10%
f.o.b. Torrington on 100 lb. shipments.

J. S. Connelly, Philadelphia, Pa. Jan. 6, 1904
Cells and renewals----------------------30-10%
f.o.b. Philadelphia on 100 lb. shipments.

Wooley Foundry & Machine Co., Anderson, Ind. Jan. 7, 1904
Cells and renewals------------------------30-10%
f.o.b. Anderson on 100 lb. shipments.

Pierce-Crouch Engine Co., New Brighton, Pa. Feb. 4, 1904
Cells and renewals------------------------30-10%
f.o.b. New Brighton on 100 lb. shipments.

Western Launch & G. E. Works, Mishawaka, Ind. Dec. 29, 1903
Cells and renewals------------------------40%
f.o.b. Mishawaka on 100 lb. shipments.

CONTRACTS HELD BY EDISON MANUFACTURING CO.

STEAM RAILROADS

	Date	Cells & Renewals
Illinois Central R. R. Co.	December 11, 1903	40 & 2% cash
Baltimore & Ohio R. R. Co.	December 7, 1903	40 & 2% cash
Chicago Great Western Rwy. Co.	December 14, 1903	40 & 2% cash
Chicago & Alton Rwy. Co.	December 16, 1903	40 & 2% cash
Chicago & Northwestern Rwy.Co.	December 16, 1903	40 & 2% cash
Atchison, Topeka & S. F. Rwy.	December 10, 1903	40 & 2% cash
Great Northern Rwy. Co.	December 14, 1903	40 & 2% cash
Pennslyvania Railroad Co.	December 14, 1903	40 & 2% cash
Chicago, St. Paul, Mpls & Omaha Rwy.	January 26, 1904	40 & 2% cash
Pittsburg & Lake Erie R.R.Co. (Letter but no contract)	December 19, 1903	40 & 2% cash

All the above contracts f.o.b. nearest point their line if east of or on Mississippi River; shipments further west Mississippi River delivery.

Schedule D (1)

CONTRACTS THAT CAN BE CLOSED

BY THE

EDISON MANUFACTURING CO. AND WESTERN ELECTRIC CO.

AT PRICES BETTER THAN

GAS ENGINE MANUFACTURERS SCHEDULE, CLASS II.

Foos Gas Engine Co., Springfield, Ohio.

Cells, except with steel jars------------40-10%
Cells with steel jars--------------------40%
Renewals, all types---------------------40%
Delivery f.o.b. Springfield on 100 lb. shipments
Contracts must expire not later than Dec. 31st, 1904.

W. P. Callahan & Co., Dayton, Ohio,
Cells, except with steel jars------------40-10%
Cells with steel jars--------------------40%
Renewals, all types---------------------40%
Delivery f.o.b. Dayton on 100 lb. shipments
Contracts must expire not later than Dec. 31st, 1904.

A G R E E M E N T 1796

4

between

JAMES WILLIAM GLADSTONE

and

EDISON MANUFACTURING COMPANY

DATED: Aug 4th 1905

FRANK L. DYER
COUNSEL
ORANGE, NEW JERSEY

MATTHIAS PLUM, LAW BLANK PUBLISHER, NEWARK, N.J.

ARTICLES OF AGREEMENT made this fourth day of August, 1905, between JAMES WILLIAM GLADSTONE of West Orange, New Jersey, party of the first part, and EDISON MANUFACTURING COMPANY, a New Jersey corporation of West Orange, New Jersey, party of the second part:

WITNESSETH

WHEREAS, the party of the first part has represented to the party of the second part that the condition of the business heretofore carried on by him under the name and style of Battery Supplies Company, was, on May 31st, 1905, truly and accurately as set forth in the balance sheet attached hereto and made a part hereof and marked "Schedule A"; that the business condition of said Battery Supplies Company at the date of this agreement differs from that set forth in said Schedule A only to the extent of the ordinary and legitimate business done since May 31st,1905; that the said Battery Supplies Company has no liabilities other than those set forth in said Schedule A, except as the same may have changed since that date to the extent of the ordinary and legitimate business done by said company; that the said Battery Supplies Company has no immediately contingent or prospective liabilities, including law suits or other litigations; and that he, the party of the first part, is now the owner of the entire right, title and interest in and to said business and its good-will, and in and to the real estate, buildings, machinery, tools, furnaces, shop fixtures, office fixtures and patents, referred to in said Schedule A; and

WHEREAS, the party of the first part has agreed to form and has formed a corporation under the laws of the State of New Jersey with a total capital stock of One Hundred Thousand Dollars, ($100,000.) called the Battery Supplies Company, and in consideration of the entire capital stock of said corporation he has agreed to and will assign to said corporation the entire business as carried on by him under the name of Battery Supplies Company, together with all real estate and buildings, (subject to mortgage as specified in said Schedule A) machinery, tools, furnaces, shop fixtures, office fixtures, cash, bills receivable, bills payable, stock, (as inventoried in said Schedule A, subject to changes since May 31, 1905) rights, privileges, patents, trade-marks, trade-names, contracts and good-will in connection therewith, all as specified in said Schedule A, subject, however to such changes as may have been incurred by reason of the ordinary and legitimate business done since May 31, 1905: and

WHEREAS, the party of the first part has agreed to obtain a three years' contract between the said Battery Supplies Company, a corporation as aforesaid, and the Western Electric Company, on the same terms and conditions as the present verbal arrangement between the said Gladstone and the Western Electric Company, the terms of which are set forth in a paper attached hereto and made a part hereof and marked "Schedule B": and

WHEREAS, the party of the first part has covenanted and agreed with said Battery Supplies Company, a cor-

poration as aforesaid, that in the event of his severing his connection with said Company not to engage either directly or indirectly in the United States or Canada for the term of ten years from the date hereof, in any business relating to the manufacture or sale of primary or other batteries or renewals thereof, and in the event that he should go into the battery business abroad, he has also covenanted and agreed with said Battery Supplies Company, a corporation as aforesaid, not to sell such batteries or renewals thereof either directly or indirectly in the United States or Canada for the term of ten years from the date hereof:and

WHEREAS, the party of the second part desires to purchase the entire capital stock of the said Battery Supplies Company after the same shall have been issued to said Gladstone as herein provided, and after the stipulations, covenants and agreements above made by said Gladstone shall have been carried out and performed by him, and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of one dollar paid by each of the parties to the other party, receipt of which is hereby acknowledged, and of the mutual covenants hereinafter recited, the parties have agreed as follows:-

(1) The party of the first part agrees to allow the party of the second part to designate one or more expert accountants who shall have access to all the books and papers of the Battery Supplies Company, for the purpose of verifying the figures and statements made in said Schedule A, and the party of the second part agrees to

assist in every reasonable way, the work of such accountant or accountants.

(2) If, as a result of such examination, the statements and figures in said Schedule A are verified and found correct, and if all the conditions of this agreement to be performed by said Gladstone are performed by him, the said Gladstone agrees to sell to the Edison Manufacturing Company, and the Edison Manufacturing Company agrees to purchase from said Gladstone as soon as possible after the examination above provided shall be completed, the entire capital stock of said Battery Supplies Company, the amount of the purchase price to be paid therefor and the manner and dates of payment thereof being determined and adjusted as follows:-

(a) The purchase price based on the condition of the business on May 31st, 1905, as set forth in said Schedule A, shall be so much in excess of or below the sum of Eighty-eight Thousand Dollars, ($88,000.) as the condition of the business may have changed from May 31st, 1905 to August 1st, 1905. That is to say: assuming the business condition of said Battery Supplies Company on August 1st, 1905, to be identical with that set forth in said Schedule A, with regard to the items of "Cash", "Bills Receivable", "Inventory" and "Bills Payable", the purchase price shall be Eighty-eight Thousand Dollars, ($88,000.). If, however, the total aggregate of the items "Cash", "Bills Receivable" and "Inventory" amounts on August 1st, 1905, to more than the figures stated in said Schedule A, or if the item of "Bills Payable" amounts on August 1st, 1905, to less than the figures stated in said Schedule A, then, the purchase price shall be correspondingly increased to the amount of the difference. If, on the other hand, the total aggregate

of the items "Cash", "Bills Receivable" and "Inventory" amounts on August 1st, 1905, to less than the figures stated in said Schedule A, or if the item "Bills Payable" amounts on August 1st, 1905, to more than the figures stated in said Schedule A, then, the purchase price shall be correspondingly reduced to the amount of the difference. And the party of the first part hereby guarantees to the party of the second part that the items of assets and liabilities other than those above specified, shall not have undergone any change from May 31st, 1905 to August 1st, 1905; and for the purpose of the adjustment of such purchase price, it is agreed by the parties hereto that the Edison Manufacturing Company shall at any time after the execution of this agreement be allowed to take a general inventory of the business of said Battery Supplies Company, and appraise the value of its assets and liabilities as set forth in said Schedule A.

(b) If, as a result of such appraisal, the Edison Manufacturing Company concludes that the figures set forth in said Schedule A for the fixed assets (real estate and buildings, machinery and tools, furnaces, shop fixtures and office fixtures) are too high, the said Gladstone shall be informed of that fact and unless the said Gladstone shall accept the appraised valuation of these assets determined by the Edison Manufacturing Company, then the matter of their valuation shall be left to arbitration in a manner to be mutually agreed upon by the parties hereto, and the appraised valuation thus determined shall be relied on as a basis for ascertaining said purchase price.

(c) When the said purchase price shall have been determined and payable as hereinafter set forth, it shall be paid as follows:-

Thirty Thousand Dollars, ($30,000.) in cash upon the delivery to the Edison Manufacturing Company of the entire capital stock of said Battery Supplies Company, endorsed in blank by said Gladstone and such other stockholders as may appear of record; and the balance in notes of the Edison Manufacturing Company endorsed by Thomas A. Edison for Two Thousand Dollars ($2,000.) each with interest at 4-1/2 per cent per year, dated August 1st, 1905, the first of said notes maturing September 1, 1905, the second October 1, 1905, the third November 1, 1905, and so on, so that one of said notes shall mature on the first of each succeeding month.

(3) It is understood by and between the parties hereto that the said Edison Manufacturing Company shall not be required to purchase said stock, nor shall the purchase price therefor be due and payable until all the covenants, agreements and stipulations required by this agreement to be performed by said Gladstone are performed by him, including the organization of said corporation, the transfer of his said business to the same, the making of the said agreement with said corporation not to go into the battery business in this country or Canada for ten years, or to ship batteries into this country or Canada from abroad, and obtaining the said three years' contract from the Western Electric Company, nor shall the said Edison Manufacturing Company be required to purchase said stock, nor shall said purchase price be due and payable unless the examination into the books and papers of said Battery Supplies Company fully satisfies the Edison Manufacturing Company as to the correctness of the facts and figures set forth in said Schedule A.

(4) It is agreed by said Gladstone that pending the purchase of said stock by the Edison Manufacturing Company, he will not declare or have declared any dividend or dividends out of the profits or otherwise of said Battery Supplies Company, a corporation as aforesaid, nor will he take or allow to be taken any part of the profits earned by said corporation subsequent to August 1, 1905, nor will he in any way impair or allow to be impaired the capital or assets of said corporation.

IN WITNESS WHEREOF the parties have executed this agreement in duplicate this day and year first above written.

James William Gladstone

Witness the signature of
said James William Gladstone.

E. E. Davidson.

EDISON MANUFACTURING COMPANY,
By Thomas A. Edison
President.

Attest:
Edgar W. Dennison
Secretary.

SCHEDULE A

REFERRED TO IN AGREEMENT BETWEEN J. W. GLADSTONE

AND EDISON MANUFACTURING CO.

May 31st, 1905.

BALANCE SHEET.

ASSETS

Real Estate & Buildings,		$11,375.89
Machinery & Tools,		8,597.14
Furnaces,		1,162.68
Shop Fixtures,		837.74
Office Fixtures,		177.82
Patents,		10,451.00
Cash,		1,338.29
Bills Receivable,		12,158.47
Inventory, (Itemized below)		
Oxide,	$6,450.56	
Zinc,	2,630.96	
Soda,	1,329.98	
Oil,	174.25	
Jars & Covers, etc.,	5,285.36	
Frames,	1,104.12	
Boxing & Packing	628.65	17,603.88
Total		$63,702.91

LIABILITIES

Capital (J.W.Gladstone),	33,782.01
Mortgage,	5,650.00
Bills Payable,	3,186.99
Net Gain,	21,083.91
Total	$63,702.91

Schedule B

AGREEMENT BETWEEN THE WESTERN ELECTRIC COMPANY AND THE BATTERY SUPPLIES COMPANY.

The Western Electric Company agrees to act as Selling Agents or distributors for the product of the Battery Supplies Company, and will be entitled to the following scale of discounts:

Complete cells, all styles except G-20, G-36 and G-60, 40-10%
Complete cells, G-20 and G-36, - - - - - - - - - - - - - 50%
Complete cells, G-60,- - - - - - - - - - - - - - - - - 40-5%
Complete renewals and parts, all styles, - - - - - - -40-7-1/2%

Prices f.o.b. Newark, with the following exceptions:

Freight prepaid on carload shipments to Chicago;
Freight prepaid on direct shipments to steam railroads to points east of or on Mississippi River; Mississippi River delivery to points further west;
Thirty cents per 100 lbs. freight allowance on shipments to American Electric Company, St. Paul;
Thirty cents per 100 lbs. freight allowance on shipments to California Electrical Works, San Francisco.

Terms: 3% cash discount, 10 days from date of invoice.

The Battery Supplies Company agrees to furnish the Western Electric Co. each month with a list showing the direct sales during the proceding month, with the name and address of each customer and the amount of the sale. The Battery Supplies Company furthermore agrees to allow the Western Electric Company a commission of 5% on all direct sales made by them, with the exception of the following accounts; on which no commission is allowed:

Fairbanks, Morse & Co., Chicago,
Otto Gas Engine Works, Philadelphia
Union Switch & Signal Co., Swissvale
Hall Signal Co., New York
Federal Railway Signal Co., New York & Troy
General Railway Signal Co., Buffalo
General Electric Co., London, England.

Sales made direct to the above concerns not to be included in the monthly statement of direct sales furnished by the Battery Supplies Co.

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END

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A SELECTIVE MICROFILM EDITION

PART IV
(1899–1910)

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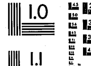
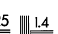
10 20 30 40 50 60 70 80 90 100 110 120
MILLIMETERS

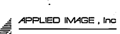
ONE DECIMETER

MICROCOPY RESOLUTION TEST CHART

(ANSI and ISO TEST CHART No. 2)







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